



New York State Department of Civil Service

New York State Health Insurance Program Decision Support System



Administrative Proposal - REDACTED

Submitted by:

Alicia Sanchez

Enterprise Account Executive

Merative US L.P.

100 Phoenix Drive


Ann Arbor, MI 48108

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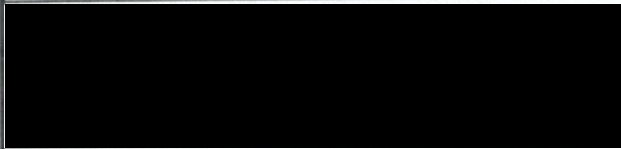
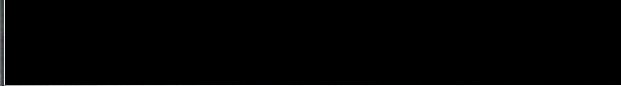
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Attachment 1: Offeror's Affirmation of Understanding and Agreement

ATTACHMENT 1

 NEW YORK STATE OF OPPORTUNITY Department of Civil Service	Offeror Affirmation of Understanding and Agreement: RFP entitled: "New York State Health Insurance Program Decision Support System"
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As a prerequisite for participating in this Request for Proposals entitled: **"New York State Health Insurance Program Decision Support System,"** an Offeror must provide the following Affirmation of Understanding and Agreement to comply with these procurement lobbying restrictions in accordance with State Finance Law §§139-j and 139-k. Attachment 1 should be completed by the Offeror and emailed and/or mailed to the Designated Contact as set forth in Section 2 of the RFP.

Offeror Affirmation and Agreement	
The Offeror affirms that it understands and agrees to comply with the procedures of the Department of Civil Service relative to permissible Contacts as required by State Finance Law §139-j(3) and §139-j(6)(b). The Department's procedures are set out in Attachment 2.	
Name of Offeror:	Merative US L.P.
By:	
	(Signature)
Name:	Alicia E. Sanchez
Title:	Enterprise Account Executive
Email:	
Address:	
Date:	7/13/2024

Attachment 3: Formal Offer Letter

100 Phoenix Dr.
Ann Arbor, MI 48108
merative.com



Decision Support System Procurement Manager
NYS Department of Civil Service
Attn: Office of Financial Administration,
Empire State Plaza, Swan Street Building – Core 1
Albany, New York 12239

July 1, 2024

**RE: RFP entitled “New York State Health Insurance Program Decision Support System”
Firm Offer to the State of New York**

Merative US L.P. hereby submits this firm and binding offer (“Proposal”) to the State of New York in response to New York State Department of Civil Service RFP entitled “New York State Health Insurance Program Decision Support System” (RFP). The Proposal hereby submitted meets or exceeds all terms, conditions, and requirements set forth in the above-referenced RFP and in the manner set forth in this RFP.

Merative US L.P. accepts the terms and conditions as set forth in this RFP, *Standard Clauses for New York State Contracts* (Appendix A), *Standard Clauses for All Department Contracts* (Appendix B), and *Information Security Requirements* (Appendix C).

Merative US L.P. agrees to execute a Contract that includes the terms and conditions set forth in the RFP, and accepts as non-negotiable the terms and conditions set forth in *Standard Clauses for New York State Contracts* (Appendix A), *Standard Clauses for All Department Contracts* (Appendix B), and *Information Security Requirements* (Appendix C), except as modified by the Department and Offeror’s negotiations in response to the *Non-Material Deviations Template* (Attachment 6).

Merative US L.P. further agrees, if selected as a result of the RFP, to comply with the provisions of 1) the Tax Law Section 5-a, Certification Regarding Sales and Compensating Use Tax; and 2) Sections 57 and 220 of the New York State Workers’ Compensation Law.

This formal offer will remain firm and non-revocable for a minimum period of 270-days from the Proposal Due Date and Time as set forth in the RFP. In the event that a Contract is not approved by the NYS Comptroller within the 270-day period, this offer shall remain firm and binding beyond the 270-day period until a Contract is approved by the NYS Comptroller, unless **Merative US L.P.** serves the New York State Department of Civil Service “Department” with written notice of its Proposal withdrawal.

Legal Business Name of Company Bidding: **Merative US L.P.** _____
D/B/A - Doing Business As (if applicable): _____
Address Street City State Zip: 100 Phoenix Dr., Ann Arbor, MI 48108 _____
NYS Vendor Identification Number (see NYS vendor file registration clause): 1100277301 _____
Federal Tax Identification Number (do not use social security number): 88-1430661 _____

If applicable, place an “x” next to each that apply:

NYS Small Business: _____
Vendor Responsibility Questionnaire Filed Online: Yes ☒ No ☐
Minority-owned Business Enterprise (MBE): _____
Woman-owned Business Enterprise (WBE): _____
Service-Disabled Veteran-Owned Business (SDVOB): _____

100 Phoenix Dr.
Ann Arbor, MI 48108
merative.com



Merative US L.P.'s complete offer is set forth as follows:

Administrative and Technical Proposals:

Hard Copies (7 Total): One (1) ORIGINAL hard copy and six (6) additional hard copies which include separate versions of the Administrative and Technical Proposals.

Electronic USB Devices (7 Total): Seven (7) electronic USB devices which each contain an electronic copy of the Administrative and Technical Proposals ONLY.

Financial Proposal:

Hard Copies (2 Total): One (1) ORIGINAL hard copy and one (1) additional hard copy of the Financial Proposal of the RFP (labeled COPY #1).

Electronic USB Devices (2 Total): Two (2) electronic USB devices which each contain an electronic copy of the Financial Proposal ONLY.

Complete Electronic Master Proposal:

Electronic USB Device (1 Total): A master electronic submission containing all of the ORIGINAL hard copy Proposals (Administrative, Technical, & Financial) must be provided on a master electronic USB device.

(Remainder of this page intentionally left blank)

100 Phoenix Dr.
Ann Arbor, MI 48108
merative.com

merative

The undersigned affirms and swears as to the truth and veracity of all documents included in the bid submission.

Signature:  Title: Enterprise Account Executive

PRINT SIGNATORY'S NAME: Alicia E Sanchez Date: 7/13/2024

INDIVIDUAL, CORPORATION, PARTNERSHIP, OR LLC ACKNOWLEDGMENT
STATE OF }

Sworn Statement:

COUNTY OF }

On the _____ day of _____ in the year 20____, before me personally appeared _____, known to me to be the person who executed the foregoing instrument, who, being duly sworn by me did depose and say that he maintains an office at
Town of _____
County of _____, State of _____; and further that:

____(If an individual): he executed the foregoing instrument in his/her name and on his/her own behalf.

____(If a corporation): he is the _____ of _____, the corporation described in said instrument; that, by authority of the Board of Directors of said corporation, he is authorized to execute the foregoing instrument on behalf of the corporation for purposes set forth therein; and that, pursuant to that authority, he executed the foregoing instrument in the name of and on behalf of said corporation as the act and deed of said corporation.

____(If a partnership): he is the _____ of _____, the partnership described in said instrument; that, by the terms of said partnership, he is authorized to execute the foregoing instrument on behalf of the partnership for purposes set forth therein; and that, pursuant to that authority, he executed the foregoing instrument in the name of and on behalf of said partnership as the act and deed of said partnership.

____(If a limited liability company): he is a duly authorized member of _____, LLC, the limited liability company described in said instrument; that, he is authorized to execute the foregoing instrument on behalf of the limited liability company for purposes set forth therein; and that, pursuant to that authority, he executed the foregoing instrument in the name of and on behalf of said limited liability company as the act and deed of said limited liability company.

Notary Public _____ Date: _____

SEE ATTACHED FOR NOTARY PUBLIC

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }

County of Sacramento }

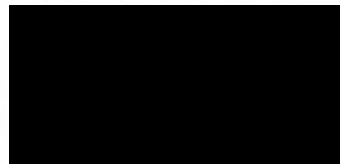
On 7-13-2024 before me, S. Darling - Notary Public
(Here insert name and title of the officer)

personally appeared Alicia E. Sanchez
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.



ary Public Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

Firm Offer to the State
(Title or description of attached document)

of New York
(Title or description of attached document continued)

Number of Pages 3 Document Date 7-13-24

CAPACITY CLAIMED BY THE SIGNER

- ☒ Individual(s)
☐ Corporate Officer

(Title)

- ☐ Partner(s)
☐ Attorney-in-Fact
☐ Trustee(s)
☐ Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she ~~they~~ is/are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

2015 Version www.NotaryClasses.com 800-873-9865

Attachment 4: Questions Template

ATTACHMENT 4

 Department of Civil Service	Questions Template RFP entitled: “New York State Health Insurance Program Decision Support System”
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Offeror Name: Merative US L.P. _____

Question Number	RFP Page #	Section Reference	Question
1	8-9	1.5	Do both the prime offeror AND any subcontractors have to meet ALL Minimum Offeror Eligibility Requirements?
2	62	5.5 Tech PR	How is this different than the Acceptance Testing Plan which must include training?
3			Please confirm physical address and recommended courier for mailing hard copies.
4	29	3.2 Implementation Plan (example section only)	Can you confirm that all administrative deliverables, such as the Acceptance Testing Plan (ATP), are due following the start of the contract?
5	2	Appendix C Section 3.2	Can notification be conducted via SOC 2 Type 2 audit results?
6	12	Appendix C Section 11.4	Merative does both Privilege and Non-Privilege accounts twice a year. Is that acceptable?
7	15	Appendix C Section 20.1 b)	Merative follows NIST CSF guidelines; in addition, Health Insights follows HITRUST controls. Each framework covers and can be mapped to NIST 800-53 controls. Does this approach cover this requirement?
8	18	31 Termination for Convenience	Will Contractor be reimbursed for expenses incurred prior to the termination notice necessary to support future services, occurring after the term date?
9	80	Section 8 Additional Provisions 3.c.2	Would you accept a modification to this requirement, so that this requirement is placed on the Health Plan or the State, as we are collecting data from the state and the insurers, not from individuals?
10	7	Appendix B Section 17	Can the state please specify the types of information that will be needed as part of a financial audit (e.g. audited financial statements)?
11	6	Appendix B Section 13	Certain third-party content providers require flow-down terms to be included in our customer contracts (e.g. American Medical Association & American Dental Association), adding the provider as a 3 rd party beneficiary. Will the Department accept these requirements as part of our contract?
12	8	Appendix B Section 19	Subcontracting: Do you have any flexibility to remove or modify this requirement?
13	11	Appendix B Section 23	Dispute Resolution: Is the Department open to alternative dispute resolution arrangements?
14	14	Appendix B Section 27	We are providing a Commercial-Off-the Shelf (COTS) product designed to be implemented and configured for each customer through the use of parameter settings and data tables controlled by the COTS software. Our offering does not constitute “work for hire” where we would develop custom software for Client. Will you accept modification distinguishing between deliverables created specifically for the client versus existing Contractor intellectual property?
15	84	Section 8 Additional Provisions 3.m.	Will the Department accept an appropriate cap on the indemnity?
16	6	Appendix B Section 16	Can you please confirm if this requirement is for employment-related taxes and taxes on Merative's income?

17	80	Section 3.d	Can we please add the following language to the RFP as iii under 3.d, "Department either has or has obtained the appropriate rights and licenses to grant to Contractor both during the term of this Solution Description and thereafter the following with respect to Department Content: Department hereby grants to Contractor the right to de-identify Department Content and grants a perpetual, irrevocable, nonexclusive, royalty-free, nontransferable license to use, disclose, distribute, license, copy, display and demonstrate all Department Content, in a de-identified format for inclusion in Contractors Book-of-Business databases. For the purpose of the preceding sentence, the term "de-identified" shall mean information that satisfies the requirements set forth in 45 CFR Section 164.514(b), as amended. In connection with use of the Department Content in its Book-of-Business databases, Contractor agrees to follow the confidentiality provisions set forth herein. Contractor certifies that it is in compliance with applicable laws, with respect to privacy and data security relative to Department Content and that it has implemented and currently maintains an effective information security program to protect Department Content, which program includes administrative, technical, and physical safeguards."

An Offeror is required to use the **Questions Template** table above when submitting questions. Offeror's questions must be submitted to the designated contact found in Section 2 of this RFP.

Attachment 6: Non-Material Deviations Template

ATTACHMENT 6

 Department of Civil Service	<p align="center">Non-Material Deviations Template RFP entitled: "New York State Health Insurance Program Decision Support System."</p>
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Offeror Name: Merative US L.P._____

An Offeror is required to use this Non-Material Deviations Template when submitting any proposed non-material deviations and/or alternates. Any non-material deviations proposed by an Offeror must be submitted on this attachment, not an alternative document. Offeror's proposed deviations must be submitted with its Proposal. Each proposed deviation (addition, deletion, counteroffer or modification) must be specifically enumerated, in a writing, which is not part of a pre-printed form. The writing must identify the specific Solicitation requirement (if any) the Offeror rejects or proposes to modify by inclusion of deviation.

The Offeror must enumerate the proposed deviation (addition, deletion, counteroffer or modification) from the Solicitation, and the reasons. Every column of the template must be completed.

- ☐ An Offeror must check this box to affirmatively indicate if it is not submitting any proposed non-material deviations.

Deviation Number	RFP Page #	Section Reference	Proposed Deviation with Detailed Explanation
1	49	RFP, Section 4.7, 1.f.	<p>Offeror requests Department accept \$250K retention for Cyber/Tech E&O coverage, as seen below:</p> <p><i>Self-Insured Retention/Deductibles: Certificates of Insurance must indicate the applicable deductibles/self-insured retentions for each listed policy. Deductibles or self-insured retentions above \$100,000.00 <u>\$250,000.00</u> are subject to approval from the Department.</i></p>

2	50	RFP, Section 4.7.1.h	<p>Offeror requests consideration of our changes below:</p> <p><i>h. Waiver of Subrogation: For all liability policies (with the exception of Professional Liability Insurance and Cyber Liability Insurance) Commercial General Liability, Automobile Liability and the workers' compensation insurance required below, the Offeror shall cause to be included in its policies insuring against loss, damage or destruction by fire or other insured casualty a waiver of the insurer's right of subrogation against the Department and their officers, agents, and employees, or, if such waiver is unobtainable:</i></p> <p><i>i. An express agreement that such policy shall not be invalidated if the Offeror waives or has waived before the casualty, the right of recovery against the Department and their officers, agents, and employees; or</i></p> <p><i>ii. Any other form of permission for the release of the Department or any entity authorized by law or regulation to use any Contract resulting from this Solicitation and their officers, agents, and employees. A Waiver of Subrogation Endorsement shall be provided upon request. A blanket Waiver of Subrogation Endorsement evidencing such coverage is also acceptable.</i></p> <p><u><i>However, waiver of subrogation does not apply in instances of gross negligence on the part of the Department, where gross negligence is defined to mean carelessness that is reckless disregard for the safety of others and/or a failure to use the slightest degree of care.</i></u></p>
3	7	Appendix B – 17. State's Authority to Conduct Financial and Performance Audits	Offeror requests that this is limited to one time per year and with 30 days prior notice.
4	50	RFP Insurance Requirements 4.7.1.g Subcontractors	<p>Offeror proposes to replace g with the following language;</p> <p><u><i>"Company subcontractors used in the performance of this contract shall maintain insurance coverages of the types and in the amounts customary for businesses of similar size and in accordance with industry practice".</i></u></p>
5	23	Appendix B Section 41 (including Section 41.e. Section 41.f)	<p>Offeror proposes to remove the phrase "without limitation" in each of these subsections and replace it with a mutually agreeable data security cap. Merative proposes that the data security cap be \$5,000,000.</p> <p>This is in alignment with the cap proposed in RFP Section 8: Additional Provisions Section 3.</p>

6	79	RFP Section 8: Additional Provisions Section 3 (including 3.m)	Offeror proposes a mutually agreeable data security cap for breaches of Section 3, including the indemnification obligations. Merative proposes that the data security cap be \$5,000,000. This is in alignment with Appendix B Section 41.
7	55	RFP Insurance Requirements 4.7.2.d.iv	Offeror proposes the following language: <i>The policy shall include coverage for third-party fidelity. and name "The People of the State of New York, the New York State Office of Civil Service, any entity authorized by law or regulation to use the Contract as an Authorized User and their officers, agents, and employees" as "Loss Payees" for all third-party coverage secured. This requirement applies to both primary and excess liability policies, as applicable.</i>
8	12	Appendix C.11.4.	Access reviews will be performed at least quarterly <i>no more than twice per year</i> for privileged user accounts and at least annually for non- privileged user accounts. The Department reserves the right to request the Contractor to perform an additional access review for non-privileged user accounts if there is evidence of inappropriate access.
9	15	Appendix C.20.b	<i>(NIST) 800-53 CSF</i> guidelines for implementing system security and privacy controls and provide results of the Cloud Security Alliance Consensus Assessments Initiative Questionnaire (CAIQ) survey within 30 days of Contract approval..."
10	13	Appendix C.11.12	"Upon request, Contractor shall provide reports within 48 hours <i>within five (5) business days</i> for:"
11	14	Appendix B 13	Our product includes CPT codes which require clients to agree to certain terms to be able to use those codes. <i>Nothing contained in the Contract, expressed or implied, is intended to confer upon any person or corporation, other than the Parties hereto and their successors in interest and assigns, any rights or remedies under or by reason of the Contract, except as provided below:</i> <i>CPT codes, also called Level I HCPCS codes, are used to bill physician services and they are copyrighted by the American Medical Association (AMA). The Code on Dental Procedures and Nomenclature (the CDT Code) is published and maintained by the American Dental Association (ADA). With both AMA and ADA codes, we use the procedure codes to gain access</i>

		<p>to the descriptor files. The descriptor files are what we use to explain the codes and where/on what procedures a self-funded client's money is being spent. We license the use of these codes and ability to store them in our database, as well as using them in our groupers, and the ability to allow our customer end users to access the codes in Health Insights. Client's users are able to access the AMA and ADA codes when they run reports in Health Insights. When our clients access AMA / ADA codes in Health Insights, we are contractually obligated by the AMA and ADA to flow down end user terms to our clients. Below are the flow-down terms from the AMA and ADA.</p> <p>American Medical Association CPT Code Terms:</p> <p>Company is authorized by the American Medical Association ("AMA") to distribute and sublicense Licensed Content (as defined below) as part of the SaaS, provided that Client is bound by certain terms and conditions. Client's rights to use the Licensed Content terminates if Client fails to comply with any of the material terms and conditions thereof. The terms and conditions that apply to the SaaS generally also apply to the Licensed Content. The following are the additional terms and conditions that apply to the Licensed Content:</p> <p>(a) Definitions:</p> <p>i. "Licensed Content" means the Current Procedural Terminology ("CPT®") Data File, which means content from the print publication Current Procedural Terminology, Fourth Edition and CPT Standard data file published by the AMA.</p> <p>ii. "Territory" is defined as the following: Algeria, Argentina, Australia, Bahamas, Bahrain, Belgium, Bermuda, Brazil, British Virgin Islands, Canada, Cayman Islands, Chile, China, Colombia, Costa Rica, Cyprus, Denmark, Dominican Republic, Ecuador, El Salvador, Federated States of Micronesia, Finland, France, Germany, Greece, Guam, Guatemala, Hong Kong, India, Ireland, Israel, Italy, Jamaica, Japan, Jordan, Kenya, Republic of Korea (South Korea), Kuwait, Lebanon, Mexico, New Zealand, Nigeria, Northern Mariana Islands, Norway, Panama, Oman, Pakistan, Peru, Philippines, Poland, Portugal, Puerto Rico, Qatar, Saudi Arabia, Singapore, South Africa, Spain, Sweden, Switzerland, Thailand, Tunisia, Turkey, United Arab Emirates, United Kingdom, United States and U.S. Virgin Islands.</p> <p>(b) The Licensed Content is copyrighted by the American Medical Association and CPT is a registered trademark of the AMA.</p> <p>(c) Company, as a party to a license agreement with the AMA, is authorized to grant Client a limited, non-exclusive, non-transferable, non-sublicensable license for Client to use Licensed Content in SaaS, for the sole purpose of internal use by Client within the Territory. The sublicense granted hereunder shall automatically terminate upon termination of the Agreement between Company and AMA, unless prior written consent of AMA is obtained by Company or a direct license between Client and AMA is entered.</p> <p>(d) The provision of updated Licensed Content in the SaaS is dependent on a continuing contractual relationship between Company and the AMA.</p> <p>(e) Client is prohibited from making Licensed Content publicly available, creating derivative works (including translating), transferring, selling, leasing, licensing, or otherwise making available to any unauthorized party the SaaS, or a copy or portion of Licensed Content to any unauthorized party, including a subsidiary, affiliate, or other legal entity, however designated, for any purpose whatsoever except as expressly permitted in this Agreement.</p> <p>(f) Client expressly acknowledges and agrees to the extent permitted by applicable law, use of the Licensed Content is at Client's sole risk and the Licensed Content is provided "as is" without warranty of any kind. The AMA does not directly or indirectly practice medicine or dispense medical</p>
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			<p><i>services. Fee schedules, relative value units, conversion factors and/or related components are not assigned by the AMA, are not part of CPT, and the AMA is not recommending their use. The Licensed Content does not replace the AMA's Current Procedural Terminology book or other appropriate coding authority. The coding information contained in the Licensed Content should be used only as a guide.</i></p> <p><i>(g) Royalties: Company shall report to AMA in writing at the end of each calendar quarter with a direct count of the number of Users of the SaaS. "User" means an individual who: (i) accesses, uses, or manipulates the Licensed Content contained in the SaaS; or (ii) accesses, uses, or manipulates the SaaS to produce or enable an output (data, reports or the like) that could not have been created without the Licensed Content embedded in the SaaS even though the Licensed Content may not be visible or directly accessible; or (iii) makes use of an output of the SaaS that relies on or could not have been created without the Licensed Content embedded in the SaaS even though the Licensed Content may not be visible or directly accessible.</i></p> <p><i>(h) For U.S. Government Clients the below notice applies: CPT is commercial technical data, which was developed exclusively at private expense by the American Medical Association (AMA), 330 North Wabash Avenue, Chicago, Illinois 60611. This agreement does not grant the Federal Government a direct license to use CPT based on FAR 52.227-14 (Data Rights - General) and DFARS 252.227-7015 (Technical Data - Commercial Items).</i></p> <p><i>(i) Client must ensure that anyone with authorized access to the SaaS will comply with the provisions contained in this Appendix A.</i></p> <p><i>(j) To the extent necessary to enforce its intellectual property rights that arise as a result of material breaches of the underlying agreement between Company and Client ("Client Agreement"), the AMA shall be named as a third-party beneficiary of the Client Agreement.</i></p> <p><i>(k) Client expressly consents to the release of its name, city, state, country and number of Users to the AMA for the sole purpose of compliance with the license agreement executed between Company and AMA and under confidentiality terms.</i></p> <p><i>American Dental Association</i></p> <p><i>1. Client License Grant</i></p> <p><i>Company is authorized by the American Dental Association ("ADA") to distribute and sublicense Current Dental Terminology, a coding system of nomenclature and codes for reporting of dental services (collectively, "CDT"), as part of the Solution, provided that Client is bound by certain terms and conditions. Client is hereby granted a non-exclusive, non-transferable right to use the CDT solely as part of the Solution and solely for Client's internal business purposes not for redistribution. This license grants Client the right:</i></p> <p><i>a. to install and use the CDT on Client's computer system;</i></p> <p><i>b. to retrieve CDT codes, descriptors and nomenclature via commands contained in the Solution for the exclusive use of Client's employees;</i></p> <p><i>c. to reproduce and distribute partial listings of the CDT codes, nomenclature and descriptors in various printed and electronic documents for purposes of claims processing, billing and patient treatment, or healthcare analytics, via commands contained in the Solution;</i></p> <p><i>d. to print limited portions of the CDT solely for the exclusive use of Client; and to print a complete listing of the CDT codes, nomenclature and descriptors solely for the exclusive use of Client.</i></p> <p><i>2. Client License Restrictions</i></p>
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			<p><i>"Output" means any electronic or printed copy of the CDT, or portions thereof (including without limitation any complete or partial listings of the CDT codes, nomenclature or descriptors), created by using the Bundled Products.</i></p> <p><i>"Code" means the Code on dental procedures and nomenclature, whether delivered in print or machine-readable format. Each individual dental procedure is comprised of at least the following two components: (1) a five character alphanumeric sequence called the "code" that identifies a specific dental procedure and (2) a short, written literal definition of the dental procedure called the "nomenclature." Some but not all individual dental procedures have a third component, (3) a written narrative that provides a more detailed definition and the intended use of the procedure code, called the "descriptor."</i></p> <p><i>Except as expressly permitted in section 1 above, Client may not and may not permit anyone else to (a) copy the CDT; (b) alter, amend, change or modify the CDT, including the CDT codes, nomenclature and descriptors or other content of the CDT; (c) remove any copyright or other proprietary notices, labels or marks from the CDT or from Output created by using the Solution; (d) distribute, sell, assign, lease or otherwise transfer the CDT, including the Code or any portion thereof, in any printed, machine-readable or other form to any other person, firm or entity, including but not limited to, as Output; or (e) use the CDT, whether on a time-sharing, remote job entry or other multiple user arrangement. Client shall take reasonable measures to maintain the security of the CDT.</i></p> <p><i>The restriction set forth in section 2(b) shall not limit Client's right to add additional content to the Solution ("Client Content"), provided: Client does not alter, amend, change or modify existing CDT codes, nomenclature and descriptors or other CDT content, and Client's Output does not claim or otherwise imply that such Client Content is owned, created, approved or endorsed by ADA.</i></p> <p><i>IN NO EVENT SHALL CLIENT USE THE CDT FOR OR ON BEHALF OF ANY THIRD PARTY, INCLUDING BUT NOT LIMITED TO USE OF THE CDT TO PROVIDE CONSULTING, TIME- SHARING OR OUTSOURCING SERVICES OR TO ACT AS A SERVICE BUREAU OPERATION. END USER IS EXPRESSLY PROHIBITED FROM DISTRIBUTING OUTPUT, INCLUDING THE CODE OR PORTIONS THEREOF, TO ANY PERSON, FIRM OR ENTITY. The foregoing restriction shall not be deemed to restrict the Client from using the CDT codes in the ordinary course of its business, to identify procedures used in the treatment of patients and processing of insurance claims.</i></p> <p><i>3. Ownership of Intellectual Property</i></p> <p><i>Client acknowledges and agrees that ADA owns all right, title and interest (including all copyrights and other intellectual property rights) in the CDT (in all print and machine readable forms), all other rights of commercialization, rental or sale of the CDT or any part thereof, the right to make derivatives of the CDT and the right to distribute the CDT and copies thereof. End user acquires no proprietary interest in the CDT, or any portion thereof. Except for the limited rights expressly granted to Client in this Agreement, all other rights in the CDT are owned and retained by ADA.</i></p> <p><i>4. Warranty</i></p> <p><i>EXCEPT AS EXPRESSLY STATED HEREIN, THE CDT IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF PERFORMANCE OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. END USER BEARS ALL RISK RELATING TO QUALITY, ACCURACY AND PERFORMANCE OF THE CDT.</i></p>
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			<p>5. <i>Limitation of Liability</i> IN NO EVENT WILL ADA BE LIABLE FOR ANY LOST PROFITS OR ANY DAMAGES, INCLUDING DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR ANY OTHER TYPE OF DAMAGES, ARISING OUT OF THIS LICENSE AGREEMENT OR THE USE OF OR INABILITY TO USE THE CDT OR DOCUMENTATION, EVEN IF ADA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION OF LIABILITY SHALL APPLY TO ANY CLAIM OR CAUSE WHATSOEVER WHETHER SUCH CLAIM OR CAUSE IS IN CONTRACT, TORT OR OTHERWISE.</p> <p>6. <i>Indemnification</i> Client, to the extent permitted by applicable laws/regulations, agrees to indemnify ADA (including reasonable attorneys' fees and costs of litigation) against and hold ADA harmless from any and all claims, liability, losses, damages and expenses resulting from Client's use of the CDT, in breach of any of the terms of this Agreement, or Client's use of any data or documentation received from ADA, regardless of the form of action.</p> <p>7. <i>Third Party Beneficiary</i> ADA is a direct and intended third party beneficiary of the Client License between Company and Client; provided, however, ADA's rights as a third party beneficiary are limited solely to the Client's use of the CDT outside the scope of the Client License.</p>
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Attachment 7: FOIL Redaction Chart

ATTACHMENT 7

 Department of Civil Service	Freedom of Information Law (FOIL) Request for Redaction Chart RFP entitled: “New York State Health Insurance Program Decision Support System”
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Merative US L.P.
(Name of Company)


Proposal Dated: August 1, 2024

In response to the Request for Proposals entitled "NYSHIP Decision Support System:"

- ☐ Offeror asserts that the information noted in the table below constitutes proprietary and/or trade secret information or critical infrastructure information or otherwise falls within one of the statutory exemptions pursuant the New York State Freedom of Information Law, Article 6 of the Public Officers Law (FOIL). The Offeror desires that such information not be disclosed if requested pursuant to FOIL.
- ☐ Offeror makes **NO** assertion that any information in its Proposal, in whole or in part, should be protected from FOIL disclosure.

Administrative Proposal:		
Requested Redaction Page #s and Proposal Sections or Attachment #	Description	Offeror Rationale for Proposed Redaction
<i>Insert rows above as necessary</i>		
Technical Proposal:		
Requested Redaction Page #'s and Proposal Sections or Attachment #	Description	Offeror Rationale for Proposed Redaction
Page 10, Section 5.1.2	Previous Experience and Subcontractors	Attachment 7 Justifications from below: a, b
Pages 45-49, Section 5.4.3.h	Providing Technical Infrastructure Description	Attachment 7 Justifications from below: a, b, c

ATTACHMENT 7

 Department of Civil Service	Freedom of Information Law (FOIL) Request for Redaction Chart RFP entitled: “New York State Health Insurance Program Decision Support System”
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Pages 84-85, Section 5.6.8	Resources supporting Empire Plan paid claims to CMS Rates	Attachment 7 Justifications from below: a, b Partner info is considered confidential.
Pages 110-111, Section 5.9.2	Physical and Technical Security	Attachment 7 Justifications from below: a, b Security info is not shared without NDA.
Pages 114-115, Section 5.9.7	Restoring Project Services	Attachment 7 Justifications from below: a, b Partner info is considered confidential. Security info is shared only with NDA.
Pages 116-119, 5.9.9	DSS Facility Location	Attachment 7 Justifications from below: a, b Partner info is considered confidential. Security info is shared only with NDA.
Pages 119-121, Section 5.9.10	Cloud Services	Attachment 7 Justifications from below: a, b Partner info is considered confidential. Security info is shared only with NDA.
Pages 123-125, Section 5.9.12	Disaster Response (Plan)	Attachment 7 Justifications from below: a, b Partner info is considered confidential. Security info is shared only with NDA.
Pages 127-128, Section 5.10.1	Proposed DSS ISP	Attachment 7 Justifications from below: a, b Security info is shared only with NDA.
Pages 128-129, Section 5.10.2	Security Audit	Attachment 7 Justifications from below: a, b Security info is shared only with NDA.
Pages 149-153, Appendix F	Health Insights Security Policy	Attachment 7 Justifications from below: a, b Security info is shared only with NDA.
Page 177	Attachment 24 – SOC 1 Report	Attachment 7 Justifications from below: a, b Reports is shared only with NDA.
Page 243	Attachment 25- SOC 2 Report	Attachment 7 Justifications from below: a, b Reports is shared only with NDA.

Insert rows above as necessary

Financial Proposal:

Requested Redaction Page #s and Proposal Sections or Attachment #	Description	Offeror Rationale for Proposed Redaction
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ATTACHMENT 7


<i>Insert rows above as necessary</i>		

REDACTION CHART

Specific justification for each item for which you seek protection from FOIL disclosure must be provided in the above chart. An appropriate justification may be any one or more of the following considerations by which to demonstrate reasonably whether the item for which you seek protection may be excepted from disclosure:

- a) The confidential nature of the specific item, including a description of the nature and extent of the injury to the Offeror's competitive position, such as unfair economic or competitive damage, which would be incurred were the information/record to be disclosed;
- b) whether the specific information/record is treated as confidential by the Offeror, including whether it ever has been made available to any person or entity;
- c) whether any patent, copyright, or similar legal protection exists for the specific item of information;
- d) whether the public disclosure of the information/record is otherwise restricted by law, and the specific source and content of such restriction;

ATTACHMENT 7

 Department of Civil Service	Freedom of Information Law (FOIL) Request for Redaction Chart RFP entitled: “New York State Health Insurance Program Decision Support System”
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- e) the date upon which the information/record no longer will need to be kept confidential, if applicable;
- f) whether the item of information is known by anyone outside the Offeror's business or organization;
- g) the extent to which the information is known by Offeror's employees and others involved in the Offeror's business;
- h) the value of the specific information/record to the Offeror and to its competitors;
- i) the amount of effort or money expended by the Offeror in developing the information/record; and
- j) the ease or difficulty with which the information could be properly acquired or duplicated (not merely copied) for use by others.

Attachment 9: Key Subcontractors or Affiliates

ATTACHMENT 9

 Department of Civil Service	Key Subcontractors or Affiliates RFP entitled: "New York State Health Insurance Program Decision Support System"
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INSTRUCTION: Prepare this form for each Subcontractor or Affiliate. Subcontractors include all vendors who will provide \$100,000 or more in Project Services over the term of the Agreement that results from this RFP, as well as any vendor who will provide Project Services in an amount lower than the \$100,000 threshold, and who is a part of the Offeror's Account Team.

Offeror's Name: Merative US L.P.

The Offeror:

☒ is

☐ is not

proposing to utilize the services of a Subcontractor(s) or Affiliate(s) to provide Project Services

Subcontractor or Affiliate's Legal Name:

International Business Machines Corporation

Business Address:

1 Orchard Rd. Armonk, NY 10504

Subcontractor's Legal Form:

☒ Corporation ☐ Partnership ☐ Sole Proprietorship
☐ Other

As of the date of the Offeror's Proposal, a subcontract or agreement

☒ has

☐ has not

been executed between the Offeror and the subcontractor(s) or Affiliate for services to be provided by such subcontractor(s) or Affiliate(s) relating to the Project.

In the space provided below, describe the Subcontractor's or Affiliate's role(s) and responsibilities regarding Project Services to be provided:

Subcontractor contributes an Account Team member for 20 hours per month for the term of the contract who will extract and analyze data from the NYSHIP DSS using Python.

Relationship between Offeror and Subcontractor or Affiliate for Current Engagements:
(Complete items 1 through 5 for each client engagement identified)

1. Client: Ohio Department of Medicaid

2. Client Reference Name and Phone #: Thuy Le-Thai, 614-752-4271

3. Project Title: Medicaid Health Systems Admin 1, Agreement Owner

4. Project Start Date: 2002 original contract; 2021 new contract (no breaks in contract)

5. In the space provided below, Project Status:

The current project is in operations and maintenance status. Hundreds of analysts have made extensive use of the Truven Health Insights (aka ADAT) solution for the enterprise-wide analysis of the multi-billion-dollar Ohio Medicaid program, performing vital analysis in support of: forecasting for the biennial budget, setting provider rates, monitoring Medicaid managed care plan costs and quality, detecting fraud, waste, and abuse, informing key stakeholders, and planning for delivery system innovations.

6. In the space provided below, describe the roles and responsibilities of the Offeror and Subcontractor or Affiliate in regard to the project identified in 3, above:

IBM as the contract prime, provides all client facing services as part of this contract including all account team management, a data management team and an analytic consulting team.

IBM provides a team of analytic consultants to maintain and support the ADAT solution.

The scope of the analytic consultants' services include:

1. Assist with training users on the ADAT functionality
2. Providing support to ADAT users to increase tool efficiencies and services; analyze, resolve, and document user's problems
3. Interfacing with user support calls
4. Communicate and partner with users regarding the status and effectiveness of the available data and services
5. Assisting users to properly analyze the data and use the tools
6. Creating and running analytical reports
7. Monitoring daily operations to ensure the integrity and stability of data and the ADAT solution
8. Providing service status, issue resolution, and making recommendations for data improvements.
9. Support specialized users in fields such as clinical quality; financial modeling; fraud, waste, and abuse; and analytic techniques.


IBM provides a team of data consultants to maintain and support the ADAT solution.

The scope of the data management consultants' services include:

1. Provide Standard and Nonstandard update services; run and test month and weekly extracts and build processes
2. Maintain Client data, data layouts, and data dictionaries
3. Maintain custom database tables and fields and lookup table updates
4. Add new data feeds, fields, or security views
5. Add new component to the data models, including new field and analytic methodology
6. Design a backend TREX based extract

Attachment 11: NYS Consultant Services Contractor's Planned Employment

ATTACHMENT 11

 Department of Civil Service	NYS Consultant Services Contractor's Planned Employment RFP Entitled: "New York State Health Insurance Program Decision Support System"
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AC 3271-S (Effective 4/12)

FORM A

New York State Consultant Services Contractor's Planned Employment From Contract Start Date Through the End of the Contract Term
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State Agency Name: Department of Civil Service	Agency Business Unit: DCS01
State Agency Department ID: 3150200	Contract Number: TBD
Contractor Name: Merative US L.P.	Contract End Date: 3/31/2031
Contract Start Date: 4/1/2025	

Employment Category	Number of Employees	Number of Hours to be Worked	Amount Payable Under the Contract
13-1111 Management Analysts	2	7085	\$0.00
Miscellaneous managers 0430 (SOC 11-9XXX)	3	10,950	\$0.00
Sales representatives, services, all other 4840 (SOC 41-3099)	1	102	\$0.00
	0.00	0.00	\$0.00
	0.00	0.00	\$0.00
	0.00	0.00	\$0.00
	0.00	0.00	\$0.00
	0.00	0.00	\$0.00
	0.00	0.00	\$0.00
	0.00	0.00	\$0.00
	0.00	0.00	\$0.00
	0.00	0.00	\$0.00
	0.00	0.00	\$0.00
	0.00	0.00	\$0.00
Total this Page	0.00	0.00	\$0.00
Grand Total		18,137	\$4,584,273.00

Name of person who prepared this report: Alicia Sanchez

Title: Project Manager

Phone #:916-233-8764

Preparer's Signature: _____

Date Prepared: 7/9/2024

(Use additional pages, if necessary)

Page of

Attachment 12: NYS Consultant Services Contractor's Planned Employment

ATTACHMENT 12



Department of
Civil Service

New York State Required Certifications
RFP entitled:
"New York State Health Insurance Program
Decision Support System"

Offeror Name: Merative US L.P.

NON-DISCRIMINATION IN EMPLOYMENT IN NORTHERN IRELAND MACBRIDE FAIR EMPLOYMENT PRINCIPLES

In accordance with Chapter 807 of the Laws of 1992 the Contractor, by submission of this Certification, certifies that it or any individual or legal entity in which the Contractor holds a 10% or greater ownership interest, or any individual or legal entity that holds a 10% or greater ownership interest in the Contractor, either (answer "yes" or "no" to one or both of the following, as applicable):

Have business operations in Northern Ireland. Yes ☐ or No ☒

If yes:

Shall take lawful steps in good faith to conduct any business operations they have in Northern Ireland in accordance with the MacBride Fair Employment Principles relating to nondiscrimination in employment and freedom of workplace opportunity regarding such operations in Northern Ireland and shall permit independent monitoring of their compliance with such Principles. Yes ☐ or No ☐

NON-COLLUSIVE BIDDING CERTIFICATION

By submission of this Certification, the Contractor and each person signing on behalf of the Contractor certifies, under penalty of perjury, that to the best of his knowledge and belief:

1. The prices in this Agreement have been arrived at independently without collusion, consultation, communication or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other competitor;
2. Unless otherwise required by law, the prices which have been quoted in this Agreement have not been knowingly disclosed by the Contractor and will not knowingly be disclosed by the Contractor prior to contract approval, directly or indirectly, to any other competitor; and
3. No attempt has been made or will be made by the Contractor to induce any other person, partnership or corporation to submit or not to submit a price quote for the purpose of restricting competition.

ATTACHMENT 12



**Department of
Civil Service**

New York State Required Certifications
RFP entitled:
**"New York State Health Insurance Program
Decision Support System"**

EXECUTIVE ORDER NO. 177 CERTIFICATION

The New York State Human Rights Law, Article 15 of the Executive Law, prohibits discrimination and harassment based on age, race, creed, color, national origin, sex, pregnancy or pregnancy-related conditions, sexual orientation, gender identity, disability, marital status, familial status, domestic violence victim status, prior arrest or conviction record, military status or predisposing genetic characteristics.

The Human Rights Law may also require reasonable accommodation for persons with disabilities and pregnancy-related conditions. A reasonable accommodation is an adjustment to a job or work environment that enables a person with a disability to perform the essential functions of a job in a reasonable manner. The Human Rights Law may also require reasonable accommodation in employment on the basis of Sabbath observance or religious practices.

Generally, the Human Rights Law applies to:

- all employers of four or more people, employment agencies, labor organizations and apprenticeship training programs in all instances of discrimination or harassment;
- employers with fewer than four employees in all cases involving sexual harassment; and,
- any employer of domestic workers in cases involving sexual harassment or harassment based on gender, race, religion or national origin.

In accordance with Executive Order No. 177, the Contractor hereby certifies that it does not have institutional policies or practices that fail to address the harassment and discrimination of individuals on the basis of their age, race, creed, color, national origin, sex, sexual orientation, gender identity, disability, marital status, military status, or other protected status under the Human Rights Law.

Executive Order No. 177 and this certification do not affect institutional policies or practices that are protected by existing law, including but not limited to the First Amendment of the United States Constitution, Article 1, Section 3 of the New York State Constitution, and Section 296(11) of the New York State Human Rights Law.

SEXUAL HARASSMENT PREVENTION CERTIFICATION

State Finance Law §139-l requires bidders on state procurements to certify that they have a written policy addressing sexual harassment prevention in the workplace and provide annual sexual harassment training (that meets the Department of Labor's model policy and training standards) to all its employees.

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies its own organization, under penalty of perjury, that the bidder has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of section two hundred one-g of the Labor Law.

ATTACHMENT 12



**Department of
Civil Service**

**New York State Required Certifications
RFP entitled:
"New York State Health Insurance Program
Decision Support System"**

(Note: Bids that do not contain this certification will not be considered for award; provided however, that if the bidder cannot make the certification, the bidder may provide a signed statement with the bid detailing the reasons why the sexual harassment prevention certification cannot be made.)

PUBLIC OFFICER LAW REQUIREMENTS AND CONFLICT OF INTEREST DISCLOSURE


The New York State Public Officers Law ("POL"), particularly POL Sections 73 and 74, as well as all other provisions of New York State law, rules and regulations, and policy establish ethical standards for current and former State employees. In submitting its Proposal, the Offeror must guarantee knowledge and full compliance with such provisions for purposes of this RFP and any other activities including, but not limited to, contracts, bids, offers, and negotiations. Failure to comply with these provisions may result in disqualification from the procurement process, termination, suspension or cancellation of the contract and criminal proceedings as may be required by law.

The Offeror hereby submits its affirmative statement as to the existence of, absence of, or potential for conflict of interest on the part of the Offeror because of prior, current, or proposed contracts, engagements, or affiliations.

Please provide below an affirmative statement as to the existence of, absence of, or potential for conflict of interest on the part of the Offeror because of prior, current, or proposed contracts, engagements, or affiliations. Please attach additional pieces of paper as necessary.

To the best of our knowledge there is no conflict of interest because of current, proposed contracts, engagements or affiliations.

ATTACHMENT 12

 Department of Civil Service	New York State Required Certifications RFP entitled: "New York State Health Insurance Program Decision Support System"
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Certification Under Executive Order No. 16 Prohibiting State Agencies and Authorities from Contracting with Businesses Conducting Business in Russia

Executive Order No. 16 provides that "all Affected State Entities are directed to refrain from entering into any new contract or renewing any existing contract with an entity conducting business operations in Russia." The complete text of Executive Order No. 16 can be found <https://www.governor.ny.gov/executive-order/no-16-prohibiting-state-agencies-and-authorities-contracting-businesses-conducting>.

The Executive Order remains in effect while sanctions imposed by the federal government are in effect. Accordingly, vendors who may be excluded from award because of current business operations in Russia are nevertheless encouraged to respond to solicitations to preserve their contracting opportunities in case the sanctions are lifted during a solicitation or even after award in the case of some solicitations.


As defined in Executive Order No. 16, an "entity conducting business operations in Russia" means an institution or company, wherever located, conducting any commercial activity in Russia or transacting business with the Russian Government or with commercial entities headquartered in Russia or with their principal place of business in Russia in the form of contracting, sales, purchasing, investment, or any business partnership.

Is Vendor an entity conducting business operations in Russia, as defined above? Please answer by checking one of the following boxes:

<input checked="" type="checkbox"/>	1. No, Vendor does not conduct business operations in Russia within the meaning of Executive Order No. 16.
<input type="checkbox"/>	2.a. Yes, Vendor conducts business operations in Russia within the meaning of Executive Order No. 16 but has taken steps to wind down business operations in Russia or is in the process of winding down business operations in Russia. (Please provide a detailed description of the wind down process and a schedule for completion.)
<input type="checkbox"/>	2.b. Yes, Vendor conducts business operations in Russia within the meaning of Executive Order No. 16 but only to the extent necessary to provide vital health and safety services within Russia or to comply with federal law, regulations, executive orders, or directives. (Please provide a detailed description of the services being provided or the relevant laws, regulations, etc.)
<input type="checkbox"/>	3. Yes, Vendor conducts business operations in Russia within the meaning of Executive Order No. 16.

The undersigned certifies under penalties of perjury that they are knowledgeable about the Vendor's business and operations and that the answer provided herein is true to the best of their knowledge and belief.

ATTACHMENT 12

 Department of Civil Service	New York State Required Certifications RFP entitled: "New York State Health Insurance Program Decision Support System"
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Signature _____ Title: Enterprise Account Executive

PRINT SIGNATORY'S NAME: Alicia E Sanchez Date: 7/13/2024

INDIVIDUAL, CORPORATION, PARTNERSHIP, OR LLC ACKNOWLEDGMENT

STATE OF }

Sworn Statement:

COUNTY OF }

On the _____ day of _____ in the year 20____, before me personally appeared _____, known to me to be the person who executed the foregoing instrument, who, being duly sworn by me did depose and say that _he maintains an office at _____ Town of _____ County of _____, State of _____; and further that:

____ (If an individual): _he executed the foregoing instrument in his/her name and on his/her own behalf.

____ (If a corporation): _he is the _____ of _____, the corporation described in said instrument; that, by authority of the Board of Directors of said corporation, _he is authorized to execute the foregoing instrument on behalf of the corporation for purposes set forth therein; and that, pursuant to that authority, _he executed the foregoing instrument in the name of and on behalf of said corporation as the act and deed of said corporation.

☒ (If a partnership): _he is the _____ of **Merative US L.P.**, the partnership described in said instrument; that, by the terms of said partnership, _he is authorized to execute the foregoing instrument on behalf of the partnership for purposes set forth therein; and that, pursuant to that authority, _he executed the foregoing instrument in the name of and on behalf of said partnership as the act and deed of said partnership.

____ (If a limited liability company): _he is a duly authorized member of _____, LLC, the limited liability company described in said instrument; that, _he is authorized to execute the foregoing instrument on behalf of the limited liability company for purposes set forth therein; and that, pursuant to that authority, _he executed the foregoing instrument in the name of and on behalf of said limited liability company as the act and deed of said limited liability company.

Notary Public: _____ Date: _____

SEE ATTACHED FOR NOTARY PUBLIC

CALIFORNIA ALL- PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

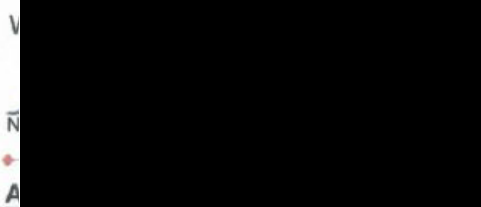
State of California }

County of Sacramento }

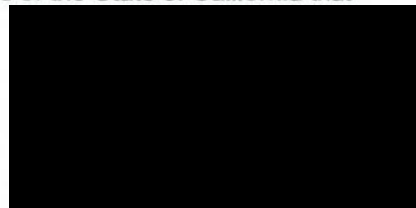
On 7-13-2024 before me, S. Darling-Notary Public
(Here insert name and title of the officer)

personally appeared Alicia E. Sanchez,
who proved to me on the basis of satisfactory evidence to be the person(s) whose
name(s) is/are subscribed to the within instrument and acknowledged to me that
he/she/they executed the same in his/her/their authorized capacity(ies), and that by
his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of
which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that
the foregoing paragraph is true and correct.



Notary Public Seal)



DESCRIPTION OF THE ATTACHED DOCUMENT

Attachment 12

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages 5 Document Date 7-13-24

CAPACITY CLAIMED BY THE SIGNER

- ☒ Individual (s)
☐ Corporate Officer

(Title)

- ☐ Partner(s)
☐ Attorney-in-Fact
☐ Trustee(s)
☐ Other _____

2015 Version www.NotaryClasses.com 800-873-9865

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she ~~they~~ is/are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

Attachment 13: New York State Subcontractors and Suppliers

ATTACHMENT 13

 Department of Civil Service	NYS Subcontractors and Suppliers RFP entitled: "New York State Health Insurance Program Decision Support System"
--	---


Offeror Name: Merative US L.P._____

As stated in Section 2 of this RFP, an Offeror is encouraged to use New York State businesses in the performance of Project Services. Please complete the following attachment to reflect the Offeror's proposed utilization of New York State businesses.

Name(s) of New York Subcontractors and/or Suppliers	Address, City, State, and Zip Code	Description of Services or Supplies Provided	Estimated Value Over 1-Year Contract Period	Identify if Subcontractor and/or Supplier
International Business Machines Corporation	1 Orchard Rd. Armonk, NY 10504	Python Data Analytics Account Team Member	\$98,500	Subcontractor

Attachment 14: Offeror's Attestation Form


ATTACHMENT 14

 Department of Civil Service	Offeror Attestations Form - RFP entitled: “New York State Health Insurance Program Decision Support System”
--	--

A representative of the Offeror who is legally authorized to bind the Offeror must complete and sign the Offeror Attestations Form and provide all requested information.

Name of Business Entity Submitting Bid:	Merative US L.P.	
Entity's Legal Form:	<input type="checkbox"/> Corporation <input checked="" type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Other	
No.	RFP Ref.	RFP Requirement:
1.	Section 1.5(1)	At time of Proposal Due Date, Offeror represents and warrants that it: <input checked="" type="checkbox"/> possesses <input type="checkbox"/> does not possess the legal capacity to enter into a contract with the Department.
2.	Section 1.5(2)	At time of Proposal Due Date, the Offeror represents and warrants that it: <input checked="" type="checkbox"/> possesses the authorization to conduct business in New York State <input type="checkbox"/> does not possess the authorization to conduct business in New York State <input type="checkbox"/> does not possess the authorization to conduct business in New York State, but the Offeror has filed an application for authority to do business in New York State with the New York State Secretary of State.
3.	Section 1.5(3)	At time of Proposal Due Date, Offeror represents and warrants that it: <input checked="" type="checkbox"/> attests <input type="checkbox"/> does not attest it has completed, obtained or performed all registrations, filings, approvals, authorizations, consents and examinations required by any governmental authority for the provision of the delivery of Project Services and agree that it will, during the term of the Contract, comply with any requirements imposed upon it by law.
4.	Section 1.5(4)	At time of Proposal Due Date, Offeror represents and warrants that it: <input checked="" type="checkbox"/> attests <input type="checkbox"/> does not attest has provided similar services for at least one client with a minimum total population of 200,000 covered lives.
5.	Section 1.5(5)	At time of Proposal Due Date, Offeror represents and warrants that it: <input checked="" type="checkbox"/> attests <input type="checkbox"/> does not attest that it has implemented and maintained decision support system services for a minimum of five million (5,000,000) total covered lives in its full book of business. This includes: for health insurers, Health Plans (including public health plans, HMOs, and/or Benefit Administrators), and/or large employer groups that use decision support services.

ATTACHMENT 14

 Department of Civil Service		Offeror Attestations Form - RFP entitled: "New York State Health Insurance Program Decision Support System"
6.	Section 1.5(6)	<p>At time of Proposal Due Date, Offeror represents and warrants that it:</p> <p><input checked="" type="checkbox"/> possesses <input type="checkbox"/> does not possess adequate staffing resources, financial resources and organizational capacity to perform the type, magnitude and quality of work specified in the RFP.</p>
7.	Section 1.5(7)	<p>At time of Proposal Due Date, Offeror represents and warrants that it:</p> <p><input checked="" type="checkbox"/> attests <input type="checkbox"/> does not attest</p> <p>the Offeror, its parent company, and/or any subsidiaries, partners and/or affiliates cannot be a current or pending Empire Plan administrator. This is to ensure independence in the performance of Project Services. The current Empire Plan administrators are: Anthem Blue Cross, UnitedHealthcare, Caredon Behavioral Health, Inc. and CVS Caremark.</p>

ATTACHMENT 14



Department of
Civil Service

Offeror Attestations Form - RFP entitled:
"New York State Health Insurance Program
Decision Support System"

CERTIFICATION:

The Offeror: (1) recognizes that the following representations are submitted for the express purpose of assisting the State of New York in making a determination to award a contract; (2) acknowledges and agrees by submitting the Attestation, that the State may at its discretion, verify the truth and accuracy of all statements made herein; and (3) certifies that the information submitted [REDACTED] attached documentation is true, accurate and complete

Signature [REDACTED] Title: Account Executive

PRINT SIGNATORY'S NAME: Alicia Sanchez Date: 7/13/2024

INDIVIDUAL, CORPORATION, PARTNERSHIP, OR LLC ACKNOWLEDGMENT
STATE OF }

Sworn Statement:

COUNTY OF }

On the _____ day of _____ in the year 20____, before me personally appeared _____, known to me to be the person who executed the foregoing instrument, who, being duly sworn by me did depose and say that _he maintains an office at _____
Town of _____
County of _____, State of _____; and further that:

_____(If an individual): _he executed the foregoing instrument in his/her name and on his/her own behalf.

_____(If a corporation): _he is the _____ of _____, the corporation described in said instrument; that, by authority of the Board of Directors of said corporation, _he is authorized to execute the foregoing instrument on behalf of the corporation for purposes set forth therein; and that, pursuant to that authority, _he executed the foregoing instrument in the name of and on behalf of said corporation as the act and deed of said corporation.

_____(If a partnership): _he is the _____ of _____, the partnership described in said instrument; that, by the terms of said partnership, _he is authorized to execute the foregoing instrument on behalf of the partnership for purposes set forth therein; and that, pursuant to that authority, _he executed the foregoing instrument in the name of and on behalf of said partnership as the act and deed of said partnership.

_____(If a limited liability company): _he is a duly authorized member of _____, LLC, the limited liability company described in said instrument; that, _he is authorized to execute the foregoing instrument on behalf of the limited liability company for purposes set forth therein; and that, pursuant to that authority, _he executed the foregoing instrument in the name of and on behalf of said limited liability company as the act and deed of said limited liability company.

Notary Public _____ Date: _____

CALIFORNIA ALL- PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

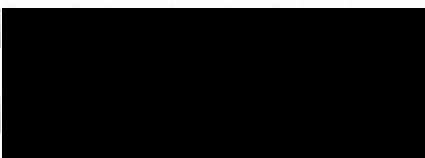
State of California }

County of Sacramento }

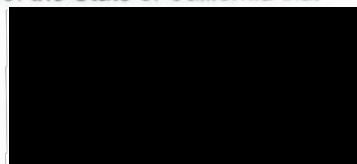
On 7-13-24 before me, S. Darling-Notary Public
(Here insert name and title of the officer)

personally appeared Alia E. Sanchez,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.



Notary Public Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

Attachment 14
(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages 3 Document Date 7-13-24

CAPACITY CLAIMED BY THE SIGNER

- ☒ Individual (s)
☐ Corporate Officer

(Title)

- ☐ Partner(s)
☐ Attorney-in-Fact
☐ Trustee(s)
☐ Other _____

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 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

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RFP Section 4.4: Vendor Responsibility Questionnaire

6/20/24, 1:49 PM

VendRep System - Certification Confirmation



New York State Comptroller
THOMAS P. DINAPOLI

Logout



VendRep Vendor

My Apps ▾

Date Printed: Jun 20, 2024

New York State VendRep System Vendor Responsibility For-Profit v2 Form

CERTIFICATION:

The undersigned, recognizes that this questionnaire is submitted for the express purpose of assisting the State of New York's contracting entities in making a responsibility determination regarding an award of a contract or approval of a subcontract; acknowledges that the State, or its contracting entities, may in its discretion, by means which it may choose, verify the truth and accuracy of all statements made herein; and acknowledges that intentional submission of false or misleading information may constitute a felony under Penal Law Section 175.35 or a misdemeanor under Penal Law Section 175.30 or Section 210.45, and may also be punishable by a fine and/or imprisonment of up to five years under 18 USC Section 1001 and may result in contract termination.

The undersigned certifies that he/she:

- is knowledgeable about the submitting Business Entity's business and operations;
- has read and understands all of the questions contained in the questionnaire;
- has reviewed and/or supplied full and complete responses to each question;
- to the best of their knowledge, information and belief, confirms that the Business Entity's responses are true, accurate and complete, including all attachments, if applicable;
- understands that New York State will rely on the information disclosed in the questionnaire when entering into a contract with the Business Entity; and
- is under obligation to update the information provided herein to include any material changes to the Business Entity's responses at the time of bid/proposal submission through the contract award notification, and may be required to update the information at the request of the state's contracting entities or the Office of the State Comptroller prior to the award and/or approval of a contract, or during the term of the contract.

Reminder:

When filing the vendor responsibility questionnaire online via this System, the Business Entity must indicate in each bid/proposal submitted to a contracting entity that the required questionnaire has been electronically filed.

Also note that the VendRep System Timeliness Standard requires a Business Entity filing a questionnaire via the VendRep System to update and certify their questionnaire within six months prior to the bid/proposal due date or other contracting entity defined due date.

Legal Business Name: MERATIVE US LP
Certifier's Name: Jennifer Thomas
Certifier's Title: Quote to Cash Professional
Certification Date: Jun 20, 2024

6/20/24, 1:53 PM

VendRep System - View Certification



New York State Comptroller
THOMAS P. DINAPOLI



VendRep Vendor

Logout

My Apps ▾

Printed By: Jennifer Thomas
Date Printed: Jun 20, 2024

Vendor Responsibility For-Profit v2 Form

Status: Certified
Note: The content of any attached documents will not print with this page. To view or print an attached document, you must open it separately by clicking the corresponding hyperlink in the 'Uploaded Files' section of a question.

Basic Vendor Data

Entity Information

Legal Business Entity Name: MERATIVE US LP
TIN (EIN or SSN): 881430661
Vendor ID: 1100277301
Principal Place of Business: 100 Phoenix Drive
Ann Arbor, MI 48108
United States
Telephone: (844)637-2848
Website: merative.com
Email: jthomas@merative.com

Business Entity Information

Business Type: For-Profit
Business Activity: Non-Construction

Authorized Contacts

Name:	JENNIFER THOMAS	Address:	100 Phoenix Drive Ann Arbor, MI 48108 United States
Title:	Quote to Cash Professional		
Telephone:	(768)734-0027		
Email:	jthomas@merative.com		
Name:	Maria Bryan-Brown	Address:	100 Phoenix Drive Ann Arbor, MI 48104 United States
Title:	Manager, Accounts Receivable		
Telephone:	(845)907-2283		
Email:	mbryanbrown@merative.com		
Name:	Alicia Sanchez	Address:	100 Phoenix Drive Ann Arbor, MI 48108 United States
Title:	Account Executive		
Telephone:	(916)233-8764		
Email:	alicia.sanchez@merative.com		

RFP Section 4.5: NYS Tax Law Section 5-a Forms ST-220TD &/or ST-220CA

New York State Department of Taxation and Finance				ST-220-CA	
Contractor Certification to Covered Agency				(12/11)	
(Pursuant to Section 5-a of the Tax Law, as amended, effective April 26, 2006)					
For information, consult Publication 223, <i>Questions and Answers Concerning Tax Law Section 5-a</i> (see <i>Need Help?</i> on back).					
Contractor name Merative US L.P.				For covered agency use only Contract number or description	
Contractor's principal place of business 100 Phoenix Drive		City Ann Arbor	State MI	ZIP code 48108	
Contractor's mailing address (if different than above)				Estimated contract value over the full term of contract (but not including renewals)	
Contractor's federal employer identification number (EIN) 88-1430661		Contractor's sales tax ID number (if different from contractor's EIN)		\$	
Contractor's telephone number		Covered agency name			
Covered agency address				Covered agency telephone number	

I, Alicia Sanchez (name), hereby affirm, under penalty of perjury, that I am Enterprise Account Executive (title) of the above-named contractor, that I am authorized to make this certification on behalf of such contractor, and I further certify that:

(Mark an X in only one box)

☒ The contractor has filed Form ST-220-TD with the Department of Taxation and Finance in connection with this contract and, to the best of contractor's knowledge, the information provided on the Form ST-220-TD, is correct and complete.

☐ The contractor has previously filed Form ST-220-TD with the Tax Department in connection with _____ (insert contract number or description) and, to the best of the contractor's knowledge, the information provided on that previously filed Form ST-220-TD, is correct and complete as of the current date, and thus the contractor is not required to file a new Form ST-220-TD at this time.

Signed: _____ 20 24

_____ Enterprise Account Executive (title)

Instructions

General information

Tax Law section 5-a was amended, effective April 26, 2006. On or after that date, in all cases where a contract is subject to Tax Law section 5-a, a contractor must file (1) Form ST-220-CA, *Contractor Certification to Covered Agency*, with a covered agency, and (2) Form ST-220-TD with the Tax Department before a contract may take effect. The circumstances when a contract is subject to section 5-a are listed in Publication 223, Q&A 3. See *Need help?* for more information on how to obtain this publication. In addition, a contractor must file a new Form ST-220-CA with a covered agency before an existing contract with such agency may be renewed.

Note: Form ST-220-CA must be signed by a person authorized to make the certification on behalf of the contractor, and the acknowledgement on page 2 of this form must be completed before a notary public.

When to complete this form

As set forth in Publication 223, a contract is subject to section 5-a, and you must make the required certification(s), if:

- The procuring entity is a *covered agency* within the meaning of the statute (see Publication 223, Q&A 5);
- The contractor is a *contractor* within the meaning of the statute (see Publication 223, Q&A 6); and
- The contract is a *contract* within the meaning of the statute. This is the case when it (a) has a value in excess of \$100,000 and (b) is a contract for *commodities* or *services*, as such terms are defined for purposes of the statute (see Publication 223, Q&A 8 and 9).

Furthermore, the procuring entity must have begun the solicitation to purchase on or after January 1, 2005, and the resulting contract must have been awarded, amended, extended, renewed, or assigned on or after April 26, 2006 (the effective date of the section 5-a amendments).

Page 2 of 2 ST-220-CA (12/11)

Individual, Corporation, Partnership, or LLC Acknowledgment

STATE OF }
 : SS.:
COUNTY OF }

On the ____ day of _____ in the year 20____, before me personally appeared _____
known to me to be the person who executed the foregoing instrument, who, being duly sworn by me did depose and say that
_he resides at _____,
Town of _____,
County of _____,
State of _____; and further that:

[Mark an **X** in the appropriate box and complete the accompanying statement.]

- ☐ (If an individual): _he executed the foregoing instrument in his/her name and on his/her own behalf.
- ☐ (If a corporation): _he is the _____
of _____, the corporation described in said instrument; that, by authority of the Board of Directors of said corporation, _he is authorized to execute the foregoing instrument on behalf of the corporation for purposes set forth therein; and that, pursuant to that authority, _he executed the foregoing instrument in the name of and on behalf of said corporation as the act and deed of said corporation.
- ☐ (If a partnership): _he is a _____
of _____, the partnership described in said instrument; that, by the terms of said partnership, _he is authorized to execute the foregoing instrument on behalf of the partnership for purposes set forth therein; and that, pursuant to that authority, _he executed the foregoing instrument in the name of and on behalf of said partnership as the act and deed of said partnership.
- ☐ (If a limited liability company): _he is a duly authorized member of _____, LLC, the limited liability company described in said instrument; that _he is authorized to execute the foregoing instrument on behalf of the limited liability company for purposes set forth therein; and that, pursuant to that authority, _he executed the foregoing instrument in the name of and on behalf of said limited liability company as the act and deed of said limited liability company.

SEE ATTACHED FOR NOTARY PUBLIC

Notary Public

Registration No.

Privacy notification

The Commissioner of Taxation and Finance may collect and maintain personal information pursuant to the New York State Tax Law, including but not limited to, sections 5-a, 171, 171-a, 287, 308, 429, 475, 505, 697, 1096, 1142, and 1415 of that Law; and may require disclosure of social security numbers pursuant to 42 USC 405(c)(2)(C)(i).

This information will be used to determine and administer tax liabilities and, when authorized by law, for certain tax offset and exchange of tax information programs as well as for any other lawful purpose.

Information concerning quarterly wages paid to employees is provided to certain state agencies for purposes of fraud prevention, support enforcement, evaluation of the effectiveness of certain employment and training programs and other purposes authorized by law.

Failure to provide the required information may subject you to civil or criminal penalties, or both, under the Tax Law.

This information is maintained by the Manager of Document Management,
NYS Tax Department, W A Harriman Campus, Albany NY 12227; telephone
(518) 457-5181.

Need help?



Visit our Web site at www.tax.ny.gov

- get information and manage your taxes online
- check for new online services and features




Telephone assistance

Sales Tax Information Center: (518) 485-2889

To order forms and publications: (518) 457-5431

Text Telephone (TTY) Hotline (for persons with hearing and speech disabilities using a TTY): (518) 485-5082



 **Persons with disabilities:** In compliance with the Americans with Disabilities Act, we will ensure that our lobbies, offices, meeting rooms, and other facilities are accessible to persons with disabilities. If you have questions about special accommodations for persons with disabilities, call the information center.

CALIFORNIA ALL- PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }

County of Sacramento }

On 7-13-24 before me, S. Darling - Notary Public
(Here insert name and title of the officer)

personally appeared Alicia E. Sanchez,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Public Seal

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~ she ~~they~~ is ~~are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

ADDITIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

Contractor Certification
(Title or description of attached document)

to Covered Agency
(Title or description of attached document continued)

Number of Pages 2 Document Date 7-13-24

CAPACITY CLAIMED BY THE SIGNER

- ☒ Individual (s)
☐ Corporate Officer

(Title)

- ☐ Partner(s)
☐ Attorney-in-Fact
☐ Trustee(s)
☐ Other _____

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Department of Taxation and Finance
Contractor Certification
(Pursuant to Tax Law Section 5-a, as amended,
effective April 26, 2006)

ST-220-TD
(4/15)

For information, consult Publication 223, *Questions and Answers Concerning Tax Law Section 5-a* (see *Need help?* below).

Contractor name Merative US L.P.			
Contractor's principal place of business 100 Phoenix Drive		City Ann Arbor	State MI
		ZIP code 48108	
Contractor's mailing address (if different than above)		City	State
		ZIP code	
Contractor's federal employer identification number (EIN) 88 - 1430661		Contractor's sales tax ID number (if different from contractor's EIN)	
Covered agency or state agency New York State Office of Mental Health		Contract number or description FB-24-077	
Covered agency address 75 New Scotland Avenue, Unit R		City Albany	State NY
		ZIP code 12208	
Contractor's telephone number (844) 6372844			
		Covered agency telephone number (518) 5495299	
Is the estimated contract value over the full term of the contract (but not including renewals) more than \$100,000?			
Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Unknown at this time <input type="checkbox"/>			

General information

Tax Law section 5-a, as amended, effective April 26, 2006, requires certain contractors awarded certain state contracts valued at more than \$100,000 to certify to the Tax Department that they are registered to collect New York State and local sales and compensating use taxes, if they made sales delivered by any means to locations within New York State of tangible personal property or taxable services having a cumulative value in excess of \$300,000, measured over a specified period. In addition, contractors must certify to the Tax Department that each affiliate and subcontractor exceeding such sales threshold during a specified period is registered to collect New York State and local sales and compensating use taxes. Contractors must also file Form ST-220-CA, *Contractor Certification to Covered Agency*, certifying to the procuring state entity that they filed Form ST-220-TD with the Tax Department and that the information contained on Form ST-220-TD is correct and complete as of the date they file Form ST-220-CA.

All sections must be completed including all fields on the top of this page, all sections on page 2, Schedule A on page 3, if applicable, and *Individual, Corporation, Partnership, or LLC Acknowledgement* on page 4. If you do not complete these areas, the form will be returned to you for completion.

For more detailed information regarding this form and Tax Law section 5-a, see Publication 223, *Questions and Answers Concerning Tax Law Section 5-a*, (as amended, effective April 26, 2006). See *Need help?* for more information on how to obtain this publication.

Note: Form ST-220-TD must be signed by a person authorized to make the certification on behalf of the contractor, and the acknowledgement on page 4 of this form must be completed before a notary public.

Mail completed form to:

**NYS TAX DEPARTMENT
DATA ENTRY SECTION
W A HARRIMAN CAMPUS
ALBANY NY 12227-0826**

Privacy notification

New York State Law requires all government agencies that maintain a system of records to provide notification of the legal authority for any request, the principal purpose(s) for which the information is to be collected, and where it will be maintained. To view this information, visit our Web site, or, if you do not have Internet access, call and request Publication 54, *Privacy Notification*. See *Need help?* for the Web address and telephone number.

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Page 2 of 4 ST-220-TD (4/15)

I, Alicia Sanchez, hereby affirm, under penalty of perjury, that I am Enterprise Account Executive
(name) (title)
of the above-named contractor, and that I am authorized to make this certification on behalf of such contractor.

Complete Sections 1, 2, and 3 below. Make only one entry in each section.

Section 1 – Contractor registration status

- ☒ The contractor has made sales delivered by any means to locations within New York State of tangible personal property or taxable services having a cumulative value in excess of \$300,000 during the four sales tax quarters which immediately precede the sales tax quarter in which this certification is made. The contractor is registered to collect New York State and local sales and compensating use taxes with the Commissioner of Taxation and Finance pursuant to Tax Law sections 1134 and 1253, and is listed on Schedule A of this certification.
- ☐ The contractor has not made sales delivered by any means to locations within New York State of tangible personal property or taxable services having a cumulative value in excess of \$300,000 during the four sales tax quarters which immediately precede the sales tax quarter in which this certification is made.

Section 2 – Affiliate registration status

- ☐ The contractor does not have any affiliates.
- ☒ To the best of the contractor's knowledge, the contractor has one or more affiliates having made sales delivered by any means to locations within New York State of tangible personal property or taxable services having a cumulative value in excess of \$300,000 during the four sales tax quarters which immediately precede the sales tax quarter in which this certification is made, and each affiliate exceeding the \$300,000 cumulative sales threshold during such quarters is registered to collect New York State and local sales and compensating use taxes with the Commissioner of Taxation and Finance pursuant to Tax Law sections 1134 and 1253. The contractor has listed each affiliate exceeding the \$300,000 cumulative sales threshold during such quarters on Schedule A of this certification.
- ☐ To the best of the contractor's knowledge, the contractor has one or more affiliates, and each affiliate has not made sales delivered by any means to locations within New York State of tangible personal property or taxable services having a cumulative value in excess of \$300,000 during the four sales tax quarters which immediately precede the sales tax quarter in which this certification is made.

Section 3 – Subcontractor registration status

- ☒ The contractor does not have any subcontractors.
- ☐ To the best of the contractor's knowledge, the contractor has one or more subcontractors having made sales delivered by any means to locations within New York State of tangible personal property or taxable services having a cumulative value in excess of \$300,000 during the four sales tax quarters which immediately precede the sales tax quarter in which this certification is made, and each subcontractor exceeding the \$300,000 cumulative sales threshold during such quarters is registered to collect New York State and local sales and compensating use taxes with the Commissioner of Taxation and Finance pursuant to Tax Law sections 1134 and 1253. The contractor has listed each subcontractor exceeding the \$300,000 cumulative sales threshold during such quarters on Schedule A of this certification.
- ☐ To the best of the contractor's knowledge, the contractor has one or more subcontractors, and each subcontractor has not made sales delivered by any means to locations within New York State of tangible personal property or taxable services having a cumulative value in excess of \$300,000 during the four sales tax quarters which immediately precede the sales tax quarter in which this certification is made.

Sworn to this 13th day of July, 20 24



(public)

7/13/24 Enterprise Account Executive
(title)

Schedule A – Listing of each entity (contractor, affiliate, or subcontractor) exceeding \$300,000 cumulative sales threshold

List the contractor, or affiliate, or subcontractor in Schedule A only if such entity exceeded the \$300,000 cumulative sales threshold during the specified sales tax quarters. See directions below. For more information, see Publication 223.

A Relationship to contractor	B Name	C Address	D Federal ID number	E Sales tax ID number	F Registration in progress
A	Merge Healthcare Solutions, Inc	900 Walnut Ridge Drive, Hartland, WI 53029	59-2248411		
C	Merative US L.P.	100 Phoenix Dr., Ann Arbor MI 48108	88-1430661		
S	International Business Machines Corporation	1 New Orchard Rd., Armonk, NY 10504	13-0871985		
S	Wakely Consulting an HMA Company	7650 W. Courtney Campbell Causeway, Ste. 1250, Tampa, FL, 33607	59-3554482		

Column A – Enter **C** in column A if the contractor; **A** if an affiliate of the contractor; or **S** if a subcontractor.

Column B – Name - If the entity is a corporation or limited liability company, enter the exact legal name as registered with the NY Department of State, if applicable. If the entity is a partnership or sole proprietor, enter the name of the partnership and each partner's given name, or the given name(s) of the owner(s), as applicable. If the entity has a different DBA (doing business as) name, enter that name as well.

Column C – Address - Enter the street address of the entity's principal place of business. Do not enter a PO box.

Column D – ID number - Enter the federal employer identification number (EIN) assigned to the entity. If the entity is an individual, enter the social security number of that person.

Column E – Sales tax ID number - Enter only if different from federal EIN in column D.

Column F – If applicable, enter an X if the entity has submitted Form DTF-17 to the Tax Department but has not received its certificate of authority as of the date of this certification.

Page 4 of 4 ST-220-TD (4/15)

Individual, Corporation, Partnership, or LLC Acknowledgment

STATE OF _____ }
COUNTY OF _____ } SS.:

On the ____ day of _____ in the year 20____, before me personally appeared _____, known to me to be the person who executed the foregoing instrument, who, being duly sworn by me did depose and say that _____ he resides at _____, Town of _____, County of _____, State of _____; and further that:

(Mark an **X** in the appropriate box and complete the accompanying statement.)

☐ (If an individual): _____ he executed the foregoing instrument in his/her name and on his/her own behalf.

☐ (If a corporation): _____ he is the _____ of _____, the corporation described in said instrument; that, by authority of the Board of Directors of said corporation, _____ he is authorized to execute the foregoing instrument on behalf of the corporation for purposes set forth therein; and that, pursuant to that authority, _____ he executed the foregoing instrument in the name of and on behalf of said corporation as the act and deed of said corporation.

☐ (If a partnership): _____ he is a _____ of _____, the partnership described in said instrument; that, by the terms of said partnership, _____ he is authorized to execute the foregoing instrument on behalf of the partnership for purposes set forth therein; and that, pursuant to that authority, _____ he executed the foregoing instrument in the name of and on behalf of said partnership as the act and deed of said partnership.

☐ (If a limited liability company): _____ he is a duly authorized member of _____ LLC, the limited liability company described in said instrument; that _____ he is authorized to execute the foregoing instrument on behalf of the limited liability company for purposes set forth therein; and that, pursuant to that authority, _____ he executed the foregoing instrument in the name of and on behalf of said limited liability company as the act and deed of said limited liability company.

SEE ATTACHED FOR NOTARY PUBLIC

Notary Public

Registration No.

CALIFORNIA ALL- PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

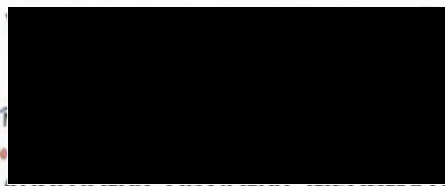
State of California }

County of Sacramento }

On 7-13-24 before me, S. Darling - Notary Public
(Here insert name and title of the officer)

personally appeared Alicia E. Sanchez,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.



Notary Public Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

Contractor Certification
(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages 4 Document Date 7-13-24

CAPACITY CLAIMED BY THE SIGNER

- ☒ Individual (s)
☐ Corporate Officer

(Title)

- ☐ Partner(s)
☐ Attorney-in-Fact
☐ Trustee(s)
☐ Other _____


INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they, is/are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

RFP Section 4.7: Insurance Requirements

Merative US L.P.

Client#: 1961373		MERATTOP		DATE (MM/DD/YYYY) 6/27/2024			
ACORD™ CERTIFICATE OF LIABILITY INSURANCE							
<small>THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.</small>							
<small>IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).</small>							
PRODUCER USI Insurance Services, LLC 8000 Norman Center Dr, Suite 400 Bloomington, MN 55437 612 509-1001			CONTACT NAME: Sandra Zilka				
			PHONE (A/C, No, Ext): 612 509-1044 FAX (A/C, No):				
INSURED Merative US L.P. 100 Phoenix Drive. Ann Arbor, MI 48108			E-MAIL ADDRESS: sandra.zilka@usi.com				
			INSURER(S) AFFORDING COVERAGE				
			INSURER A: Berkley National Insurance Company		NAIC # 38911		
			INSURER B: AIG Specialty Insurance Company		26883		
			INSURER C: Federal Insurance Company		20281		
			INSURER D:				
			INSURER E:				
			INSURER F:				
COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:							
<small>THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.</small>							
INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:			TCP702049612	06/30/2024	06/30/2025	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$15,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED <input type="checkbox"/> AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			TCP702049612	06/30/2024	06/30/2025	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			TCP702049612	06/30/2024	06/30/2025	EACH OCCURRENCE \$25,000,000 AGGREGATE \$25,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	TWC702049812	06/30/2024	06/30/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
B	Cyber Tech E&O			013098914	06/30/2024	06/30/2025	\$5,000,000
C	Crime			82633160	06/30/2024	06/30/2025	\$3,000,000
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Job Number: NYSHIP Decision Support System							
CERTIFICATE HOLDER				CANCELLATION			
New York State Department of Civil Service Agency Building 1, Empire State Plaza Albany, NY 12239				SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.			
				AUTHORIZED REPRESENTATIVE 			

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JOBZZ



DATE (MM/DD/YYYY)
7/12/2024

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

CONTACT NAME:	
PHONE (A/C, No. Ext): +1 (866) 283-7122	FAX (A/C, No.): +1 (800) 363-0105
E-MAIL ADDRESS:	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : ACE American Insurance Company	22667
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

REVISION NUMBER:

DECLARATIONS AND CONDITIONS OF COVERAGE						LIMITS SHOWN MAY HAVE BEEN		
NSR LTR	TYPE OF INSURANCE		ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/>	COMMERCIAL GENERAL LIABILITY			HDO G48898919 (USA)	5/21/2024	5/21/2025	EACH OCCURRENCE \$ 25,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 10,000,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 15,000,000 GENERAL AGGREGATE \$ 30,000,000 PRODUCTS - COM/OP AGG \$ Included \$ \$
	<input type="checkbox"/>	CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						
	<input type="checkbox"/>							
	<input type="checkbox"/>							
	GEN'L AGGREGATE LIMIT APPLIES PER:							
	<input checked="" type="checkbox"/> POLICY	<input type="checkbox"/> PRO-JECT						
		<input type="checkbox"/> LOC						
	OTHER:							
	<input type="checkbox"/>	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/>	ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/>	OWNED AUTOS ONLY	<input type="checkbox"/>					BODILY INJURY (Per accident) \$
	<input type="checkbox"/>		<input type="checkbox"/>					PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/>		<input type="checkbox"/>					\$
	<input type="checkbox"/>		<input type="checkbox"/>					\$
	<input type="checkbox"/>	UMBRELLA LIAB						EACH OCCURRENCE \$
	<input type="checkbox"/>	EXCESS LIAB						AGGREGATE \$
	<input type="checkbox"/>		<input type="checkbox"/>	OCCUR				\$
	<input type="checkbox"/>		<input type="checkbox"/>	CLAIMS-MADE				\$
	<input type="checkbox"/>	DED	<input type="checkbox"/>	RETENTION \$				\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY							<input type="checkbox"/> PER STATE <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)		<input type="checkbox"/>	N/A				E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - EA EMPLOYEE \$
								E.L. DISEASE - POLICY LIMIT \$

Please see next page for any additional language.

International Business Machines Corp.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/12/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Risk Services Northeast, Inc. One Liberty Plaza 165 Broadway, Suite 3201 New York, NY 10006	CONTACT NAME: PHONE (A/C, No, Ext): +1 (866) 283-7122 FAX (A/C, No): +1 (800) 363-0105 E-MAIL ADDRESS:														
INSURED International Business Machines Corp., including Red Hat, Inc., and any other Subsidiary Corp Owned or Controlled by the Insured One New Orchard Road Amonk, NY 10504 United States	<table><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A: ACE American Insurance Company</td><td>22667</td></tr><tr><td>INSURER B:</td><td></td></tr><tr><td>INSURER C:</td><td></td></tr><tr><td>INSURER D:</td><td></td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: ACE American Insurance Company	22667	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: ACE American Insurance Company	22667														
INSURER B:															
INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES **CERTIFICATE NUMBER:** 680979 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER: <input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y / N <input type="checkbox"/> N / A			HDO G48898919 (USA)	5/21/2024	5/21/2025	EACH OCCURRENCE \$ 25,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 10,000,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 15,000,000 GENERAL AGGREGATE \$ 30,000,000 PRODUCTS - COMP/OP AGG \$ Included \$ COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ EACH OCCURRENCE \$ AGGREGATE \$ \$ PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The policies listed above are not intended to replace locally mandated (statutory) insurance policies in various countries, other than the USA.

Please see next page for any additional language.



New York State Department of Civil Service

New York State Health Insurance Program Decision Support System



Technical Proposal - REDACTED

Submitted by:

Alicia Sanchez

Enterprise Account Executive

Merative US L.P.

100 Phoenix Drive

Ann Arbor, MI 48108

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Section 5: Technical Proposal Requirements

5.1 Executive Summary

The Offeror must submit an Executive Summary outlining its capacity to administer a DSS for a large, comprehensive health plan with over one million (1,000,000) covered Plan members. The Executive Summary must include:

- 1. The name and address of the Offeror's main and branch offices and the name of the senior officer(s) including the executive who will be responsible for this account;*
- 2. A statement outlining previous experience successfully implementing and managing a DSS for large, comprehensive group health insurance plans of other state governments or large public entities or any other organizations with over 200,000 covered lives, as well as any experience implementing and managing a DSS for a self-funded comprehensive group health insurance plan. Explain how this experience qualifies the Offeror and, if applicable, its Key Subcontractors, to undertake the functions and activities required by this RFP;*
- 3. A statement addressing if the Offeror's organization has been fined, within the last five (5) years, for a HIPAA violation. If so, please summarize the outcome and steps the Offeror enacted to avoid a future occurrence.*
- 4. An organizational plan that includes the roles and responsibilities of each key person involved in administering the DSS, their planned level of effort, and their anticipated duration of involvement. Please include an organizational chart. This includes the Offeror's staff and staff from any Subcontractor to be used. The plan should specifically explain and detail how the Offeror will perform the following administrative and operational functions:*
 - a. Project Implementation;*
 - b. Database Development;*
 - c. Database Maintenance and Data Transfer;*
 - d. Reporting;*
 - e. Consulting;*
 - f. HIPAA Compliance and Data Security; and*
 - g. Contract Administration, Transition and Termination of Contract.*
- 5. The Offeror must provide a list of client organizations to clearly demonstrate that it meets the minimum requirement of five million (5,000,000) covered lives. In determining covered lives, the Offeror should count all lives [i.e., an employee, a spouse and two (2) eligible dependents counts as four (4) covered lives].*

New York State Department of Civil Service is committed to providing comprehensive health care to its over 1.2 million members through the New York State Health Insurance Program (NYSHIP). For the past 11 years, we have provided the actionable analytics necessary to understand your programs' cost,

utilization, and quality through your comprehensive, fully integrated NYSHIP Decision Support System (DSS), and to enhance your ability to provide a high-quality healthcare program to your members. Our enduring purpose is putting people at the center of health. Focusing on individuals is what drives our organization and gives us the passion, energy, motivation, and strength to address challenges like what we see in the healthcare industry today. We are motivated to partner with our clients to bring our foundational building blocks—knowledge, experience, data, methodologies, and a solid history—together to transform healthcare. Through this established partnership, we have proven our capacity to administer the DSS to you and your 1.2 million members. Merative will build upon our established partnership with you by advancing your existing capabilities enabling you to continuously improve health care for your diverse members.

What differentiates us:

- **Processes:** Building databases is the foundation for everything we do. We build secure databases that are more accurate, smarter, and more efficiently delivered than anyone else. We use independently certified processes and have evolved through the ever-changing dynamic of healthcare. Without good process and trustworthy data all the other bells and whistles simply don't matter.
- **People:** Our people make our data more accurate and smarter as we build a database and support making our tools easy-to-use without sacrificing depth and flexibility. We are experienced “data translators” and “insight curators” who collaborate with our clients and their partners to surface meaningful actions. Our bench is both deep and broad, servicing a broad range of organizations including state employers, Medicaid plans, commercial employers, health plans, and providers. In the rare instance when our clients leave us, it's our people that they miss the most.
- **Technology:** We are more than just a data warehouse. Our technology shortens the decision-making cycle by getting answers more efficiently and by anticipating your most pressing questions. Our technology portfolio helps the healthcare system spend more time thinking about the answers and less time on getting a hold of meaningful data.

Proposed NYSHIP DSS Solution

Health Insights, a multi-functional data management and Decision Support System that is currently deployed across the United States, is a single database solution with advanced capabilities which offers you the ability to easily analyze all your health care data, visualize the results, and communicate them to stakeholders. This is the same solution you enjoy today. With this solution in place, you will be able to confidently use data to make informed decisions.

Health Insights includes three components: executive dashboards, an ad hoc reporting tool and visualizations. This solution is delivered via intuitive web interface that allows users to quickly uncover insights, including trends and treatment patterns.

You will continue to receive the benefits of:

- **Dashboards:** which enable you to visualize and understand the factors impacting cost, use and quality trends.
- **Ad hoc Report Writer:** tool that NYSHIP DSS users currently leverage to create custom reports that are supported by built-in methodologies, benchmarks, and quality measures.

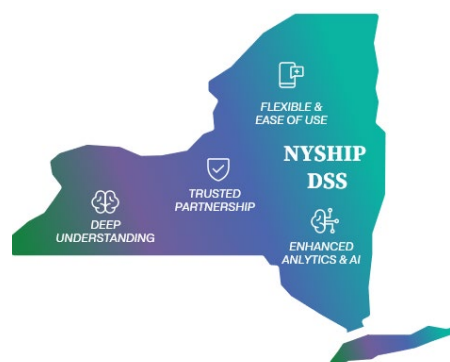
- Visualizations and self-service dashboard creation.
- Data Science Connect: provides data scientists with direct access to the NYSHIP DSS solution's integrated database, metadata, and measures via a data science open source tool (Python)—taking advantage of the advanced analytic scripting language used by Python—to generate advanced analytic insights. Data Science Connect access their integrated Health Insights database and measures using Anaconda Python data science web service tools. It leverages our existing infrastructure to ensure performance, stability, and security standards are met. Data scientists can access powerful statistical tools via Python; creating speed to value—data scientists will spend time solving business problems impacting your strategic imperatives instead of defining/re-defining extensive clinical definitions, methodologies, and metrics already defined in Health Insights.
- Benefit Modeler: Provides an actuarial pricing model in a web-based application that can be used by itself or in conjunction with Health Insights, which also provides a number of integrated plan design analysis capabilities.

These tools give you the ability to answer your business questions and easily share the insights from your health programs with stakeholders.

As your incumbent, we have already implemented the NYSHIP DSS; therefore, our implementation activities will include implementation of the Anthem Dental Data. Our support of NYSHIP will continue uninterrupted.

Why Merative

Merative brings deep healthcare data analytics and decision support system expertise to NYSHIP. For more than 40 years, we have worked with both public and commercial employers to manage their benefit programs through data and analytics, enabling our clients to contain costs and engage members to achieve improved outcomes. We are experts in healthcare and possess the technical, security, and data management knowledge to meet your needs. We are committed to providing a solution that will help the Department contain healthcare costs, improve your members health, generate efficiencies, make data driven decisions, and deliver the best benefit program for your members.



5.1.1 Address and Senior Officers

Merative US L.P. is headquartered at 100 Phoenix Dr., Ann Arbor Michigan, 48108, with innovation centers internationally. Merative is held by private equity firm Francisco Partners located in San Francisco, California. Merative is a data, analytics and technology partner for the health industry. Truven by Merative is a portfolio within Merative of healthcare data and analytics solutions backed by 40 years of deep healthcare expertise. We provide trusted insights and proven expertise to help employers (mostly self-funded), health plans life sciences organizations, and government agencies drive better financial outcomes. The Truven portfolio contains market-leading solutions like Health Insights which serves seven

of the top U.S health plans, more than 40% of the Fortune 500, and the top 20 global pharmaceutical companies.

Executive Leadership for the NYSHIP DSS includes:

Thomas Schramm - Executive Managing Director, Public Plan Sponsor Practice

Carolyn Oser - Vice President Sales, Health Insights & MarketScan

5.1.2 Previous Experience and Subcontractors

NYSHIP requires a strong team with experience in successfully performing comparable work on a similar scale. We have been at the forefront of developing integrated, enterprise decision support systems for four decades. Our bench is both deep and broad, servicing over 650 employers, 45+ health plans, 3,000+ providers, and dozens of public plan sponsors. We have a track record of providing large-scale decision support systems in the healthcare industry to some of the nation's largest health plans, employers, and government agencies, including:

- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]

5.1.3 HIPAA Violations

Merative has never been fined for a HIPAA violation.

5.1.4 Organizational Plan

See Exhibit 1 - Organizational Chart below for more information.

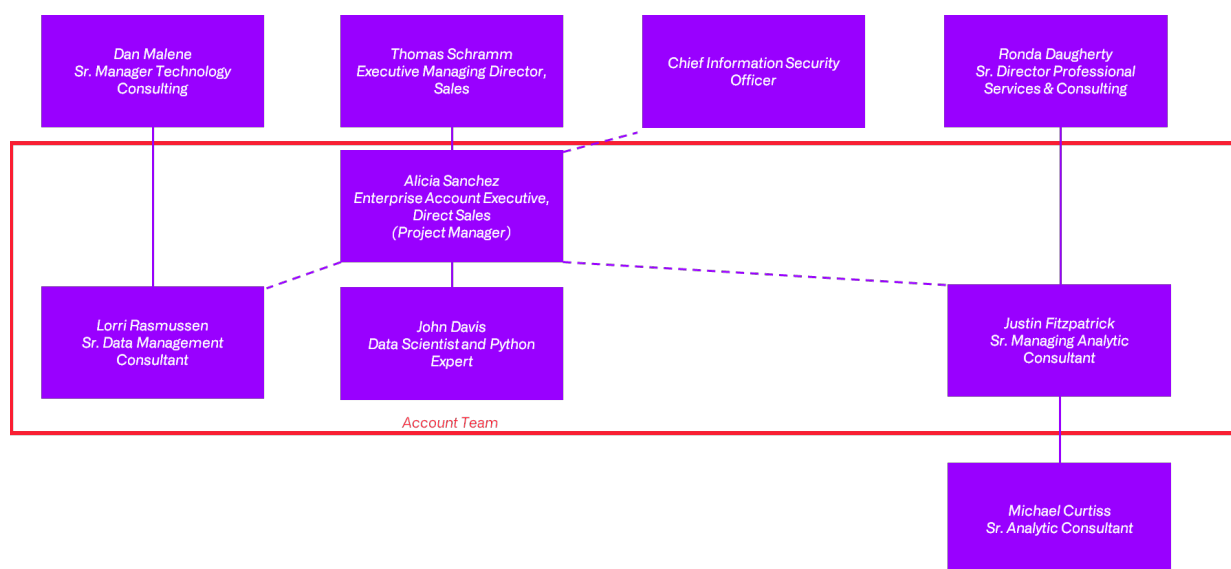


Exhibit 1 - Organizational Chart

At the time of this writing, the NYSHIP DSS database is fully operational and released to the Department for use in management of the NYSHIP program. A new requirement of this RFP is to load dental claims data from a new Data Provider, Anthem Dental. We will acquire and load the dental claims during the implementation phase of this project following our standard project management methodology for implementing a new data source.

The NYSHIP DSS will continue to leverage the same underlying database model. Processes will not change during implementation, eliminating any interruption in services. A major upgrade to Health Insights software solution, and by extension the NYSHIP DSS, is anticipated to take place approximately one year into operations. At that time the software will leverage the latest cloud technology. Users will continue to have access to the classic version of Ad Hoc Report Writer that they are accustomed to. This ensures a smooth transition as the users get comfortable with the enhancements available in the new interface. The underlying NYSHIP DSS database and data model will also be part of the upgrade.

5.1.5 Meeting Minimum Requirements

Health Insights currently analyzes data for approximately 135 million covered lives exceeding the requirements of a minimum of five million covered lives. Our current clients include:

- **California Department of Healthcare Services, Covered California (Exchange):** The Covered CA database integrates data for over 4.7 million lives.
- **Health Care Service Corporation (HCSC) (Health Plan):** HCSC's decision support system integrates data for over 12.5 million covered lives.
- **BCBS of South Carolina (Health Plan):** BCBS of South Carolina's decision support system integrates data for over 1.4 million covered lives.
- **BCBS of Alabama (Health Plan):** BCBS of Alabama's decision support system integrates data for over 3.2 million covered lives.
- **Wisconsin Department of Employee Trust Funds (Employee Plan Sponsor):** Wisconsin ETF's decision support system integrates data for just under 250K covered lives.

5.2. Account Team

The Offeror must complete the Attachment 8, Biographical Sketch Form for all key staff, including subcontractor provided key staff, if any, of the proposed Project Management Team. Where individuals are not named, include qualifications of the individuals that you would seek to fill the positions. The description of the individual who will assume the role of Project Manager for the DSS must include a description of the individual's experience with clients whose needs were of similar size and scope as those of the Department. In addition, the description must state how the Project Manager will have the authority to guarantee that problem areas identified by the Department will be corrected in a manner satisfactory to the Department.

Our NYSHIP Account Team includes a dedicated project manager, an Albany NY based analytic consultant, a data management consultant, a Python data scientist, and a multi-disciplinary team of experienced staff. Additionally, the Account Team has access to clinical and senior advisors to consult with on approaches, metrics, or analytic techniques throughout the course of our partnership.

Please see Appendix B – Biographical Sketch Forms for the bios.

The NYSHIP Account Team will continue to:

- Work with your managers and users to enable your unique business needs,
- Ensure database customizations support user's analytic and reporting needs,
- Apply rigorous project management standards,
- Manage the collection of data from new data providers,
- Assess the quality of the data and work with the sources to continuously improve it over time,
- Integrate the data to form a comprehensive database,
- Update the database each month,
- Maintain and upgrade the software for the life of the contract,
- Provide ongoing advisory services, expert consultation, customer networks, user support, and many other services to ensure that you realize exceptional value.

An Experienced Account Team to Support NYSHIP

The NYSHIP DSS Account Team will be your primary point of contact for all aspects of the relationship. This team brings expertise in Project Management, Database Development and Maintenance, Data Transfer, Reporting and Consulting, and all aspects of contract administration (including Transition and Termination). Our HIPAA compliance and data security teams are led by our Chief Privacy Officer and Chief Information Security Officer. Should the Department have security related questions or concerns, your Account Team will reach out to the security and privacy team, on your behalf, to ensure your concerns are adequately addressed.

Our team brings the right mix of experience to help you maximize the value of the DSS. Your Account Team is composed of a project manager, analytic consultant, data manager and data scientist/Python expert. These roles are filled by Alicia Sanchez, Justin Fitzpatrick, Lorraine (Lorri) Rasmussen, and John Davis (from IBM), respectively. Our extended team includes Subject Matter Experts (SMEs) in a variety of areas, such as pharmacy data and medical coding, who can support the Department as your analytic needs continue to evolve.

Your Account Team is structured based on our experience working with you and other clients of similar size and scope. The leaders of functional areas will be the same throughout the project phases. This approach supports consistency between the distinct project phases and mitigates risks during transition from implementation to operations.

Alicia will oversee planning and ongoing activities of the contract. Alicia has over 13 years of project manager experience and 18 years analytic experience working with clients of your program size and has worked exclusively with plan sponsors using Health Insights for the past 16 years. She is dedicated to the NYSHIP DSS project through the term of the contract.

Justin has been the NYSHIP DSS analytic consultant since the beginning of our initial contract with the Department. As a senior analytics manager, Justin brings 18+ years of analytics and consulting experience using Health Insights. Justin will continue as your analytic consultant allocating 30 hours per week to support reporting and provide you expert consulting on the features, data, and methodologies within the DSS.

Lorraine "Lorri" Rasmussen, a senior data manager with 7 years' experience, has managed the NYSHIP DSS database for the past five years, and will continue this assignment. She is responsible for managing day-to-day DSS operations including database development, updates, upgrades, and modifications.

John Davis, a project manager level resource from IBM, brings specialized Python and payment integrity analytics experience to this engagement. John will assist the Department in developing vulnerability assessment algorithms through a variety of programming languages including Python and SQL. He also has experience today developing ad-hoc reports and quality measures in the NYSHIP DSS using Python.

Your Account Team has the experience necessary to ensure comprehensive and responsive support and will be available to address any inquiries by the Department within one-to-two business days.

Roles and Responsibilities: Key Positions

Name, Title	Role / Responsibilities	Experience	Level of Effort	Duration
Thomas Schramm, Executive Managing Director, Public Plan Practice	Executive leadership of the project providing insights and initiatives from other clients. Continually assess Merative's overall performance.	During Tom's career, he has led a number of employer clients along with other government healthcare clients serving Medicaid and large Health Plans. He currently leads our Public Plan Practice.	As needed to fulfill contract requirements	Contract term
Alicia Sanchez, Project Manager (Enterprise Account Executive)	Executive oversight for the project, management of consulting hours and resolution of issues requiring Merative executive leadership attention. Alicia will also be responsible for contract administration, transition and termination of contract. In this role, Alicia is accountable to the Department in meeting all contract requirements. Alicia is part of Merative's Sales organization which provides oversight to delivery organizations supporting your project. This organization and Alicia, herself, have the authority to direct the delivery organizations in addressing problem areas you may identify and work to resolve them to your satisfaction.	As a Merative Enterprise Account Executive, Alicia is responsible for managing the relationship with our Public Plan Sponsor (PPS) clients, as well as, ongoing operations and contract commitments. She will work with the Department to understand your unique business needs, ensuring that you receive the full value from our products and services. With thirteen years of project management and service delivery experience within 20 years of overall healthcare experience, she provides leadership during database implementations, consulting engagements, and collaborates with team members to ensure effective integration with consulting and service delivery	Dedicated	Contract term
Justin Fitzpatrick, Senior Analytic Consultant (Sr. Managing Consultant)	Justin will continue to be the primary contact for analytic requests and questions for the NYSHIP DSS. He will be available to answer user questions as well as provide analytic expertise, guidance, and recommendations to support Civil Service.	Dedicated senior analytic consultant for NYSHIP since 2012. Justin has 17+ years of healthcare analytic experience with focuses on payment integrity algorithms and ROI calculations of healthcare initiatives. He understands your Empire	30 Hours per Week	Contract term

Name, Title	Role / Responsibilities	Experience	Level of Effort	Duration
		Plan account structure, benefits and policies.		
John Davis, Senior Analytic Consultant (IBM)	Data Scientist providing expert Python programming skills and Payment Integrity expertise. Responsible for manipulating and analyzing large sets of data from the DSS.	Fourteen years of healthcare data analysis, investigation, and reporting experience. Most recent experience includes modernization development, vulnerability assessment algorithms, ad-hoc reports, and quality measures using Python and other coding languages	20 hours per month	Contract Term
Dan Malene, Service Delivery Manager	<p>Dan's responsibilities include:</p> <ul style="list-style-type: none"> Collaborate with project team and key stakeholders to ensure timely delivery and quality of the NYSHIP DSS Overall responsibility for team quality control and process improvement Responsible for operations support for 14 state public sponsor clients Lead implementations on new clients and DSS enhancements of current clients Act as a key liaison between Operations and other departments 	Dan has 18+ years of healthcare data management and decision support system experience, including work with the public plan sponsor, federal government and large employer clients. He has supported the NYSHIP account for over 7 years.	As needed to fulfill contract requirements	Contract term
Lorri Rasmussen, Sr. Data Management Consultant	<p>Lorri's responsibilities include:</p> <ul style="list-style-type: none"> Layout creation/discussion Technical data warehouse design Test and production data testing Data quality testing Transformation development System testing File reconciliation 	Lorri Rasmussen joined Merative upon graduating from the University of Michigan in the spring of 2017 and has been with Merative for 7 years. She has hands-on experience with data analysis and reporting. She is the lead data manager on the NYSHIP DSS.	As needed to fulfill contract requirements	Contract term

Name, Title	Role / Responsibilities	Experience	Level of Effort	Duration
	<ul style="list-style-type: none">All technical communications with data vendors			

Exhibit 2 - Roles and Responsibilities

5.3 Implementation Plan

1. *The Offeror must provide a detailed Implementation Plan, in narrative, diagram, and timeline formats, designed to meet the implementation by the specified completion date. Please include project team roles, responsibilities, estimated timeframes for completion of individual tasks, and testing dates. The Implementation Plan must include key activities such as:*
 - a. *The date the historical initial data feeds from all of the Data Providers will be loaded into the DSS;*
 - b. *The date the DSS will be in full production accepting data from all sources with full decision support capability;*
 - c. *The dates of user acceptance testing including target test completion dates; and*
 - d. *The training dates for Users.*
2. *The Offeror must submit a proposed Acceptance Testing Plan (ATP) that identifies the functions that will be tested to ensure the DSS functionality is fully operational and meets all requirements identified in the RFP. At minimum, the ATP must include:*
 - a. *Nature and duration of test(s);*
 - b. *Identification of resources required to complete the testing process;*
 - c. *Definition of roles of staff, both Department and Offeror, as applicable, required to perform tests;*
 - d. *Process for resolution of testing issues;*
 - e. *Definition of acceptable test outcomes;*
 - f. *Reporting and analysis of test results; and*
 - g. *Department/Offeror signoff process.*
3. *DSS Implementation Guarantee: In this part of its Technical Proposal, the Offeror must state its agreement and guarantee that all Implementation activities will be completed to the satisfaction of the Department, as determined in its sole discretion, on or before the Project Services Start Date.*

The Offeror must, utilizing the Attachment 16, Performance Guarantees form, propose the percentage amount of the Ongoing Operations Monthly fee that it will permanently forfeit for each month, or part thereof, after the Project Services Start Date that any of the Implementation activities listed in Section 3.2 of this RFP remain incomplete. At minimum, the proposed percentage amount must equal to 100% of the Ongoing Operations Monthly Fee for each month (defined as the Standard Credit Amount), or part thereof, that implementation is not completed by the Project Services Start Date. However, an Offeror may propose a higher amount on the Attachment 16, Performance Guarantees form as part of its Technical Proposal.

As the incumbent, we have fully implemented the NYSHIP DSS, therefore our implementation plan will be limited to the integration of the Anthem Dental Data. The underlying database structure will not change and traditional implementation activities that impact NYSHIP users will not need to be performed as they are already completed. One of our most recent real-world implementations was to partner with GE HealthCare to support a spin-off to its own entity.

Our solution has a powerful and customized database and gives the Department a flexible and effective means of storing, analyzing, and visualizing data through a robust business intelligence interface. The NYSHIP DSS supports access to all of the Department's designated users.

We fully implemented the original DSS solution in 2015. NYSHIP users are successfully using this system for standard reporting needs, including audit support. At the time of this writing the only new

implementation requirement is the Anthem Dental data. The included project schedule reflects the tasks that were completed in our original implementation as well as the new tasks for the implementation of the Dental data. These tasks represent the level of effort that would be required for a new vendor to successfully complete implementation during the 12-month period. Our focus during the implementation period will be to implement the dental data which based on similar projects should take between 3-6 months.

The original implementation of NYSHIP was based on the Software Development Life Cycle (SDLC) methodology. This methodology is mature and proven and has been successfully used across a record number of large public plan sponsor implementations. We tailor our project execution to meet the needs for each system implementation.

5.3.1.1. Project Management Approach

5.3.1.1. The Offeror must provide a detailed Implementation Plan, in narrative, diagram, and timeline formats, designed to meet the implementation by the specified completion date. Please include project team roles, responsibilities, estimated timeframes for completion of individual tasks, and testing dates. The Implementation Plan must include key activities such as:

- a. The date the historical initial data feeds from all of the Data Providers will be loaded into the DSS;*
- b. The date the DSS will be in full production accepting data from all sources with full decision support capability;*
- c. The dates of user acceptance testing including target test completion dates; and*
- d. The training dates for Users.*

Our Project Management Body of Knowledge (PMBOK) based approach to project management demonstrates the rigor that we put in our initial implementation for NYSHIP. We perform traditional structured lifecycle activities and include key checkpoints throughout the process. As the incumbent, the typical implementation tasks that impact NYSHIP users have already been completed. Our solution will enable NYSHIP and your users to continue day-to-day tasks without the interruption that a new implementation demands. The following is a sample of tasks that would have required participation from your team but have already been completed during initial implementation.

- Review our data layout requirements with the Department
- Confirm the data layout requirements
- Acquire, validate, and load the historical data
- Provide access to the Department for acceptance testing
- Conduct acceptance testing
- Establish user support functions (telephone and online support)
- Initial user training
- Load historical data feeds from all suppliers

Implementation Activities

Appendix D – Implementation Plan shows the list of activities and the timeline associated with a new implementation. With the exception of the implementation of the dental data, all other activities are complete.

The table below shows the list of activities and timeline associated with the implementation of the Dental data only.

Phase	Tasks	Timeline
Project Initiation	<ul style="list-style-type: none"> Obtain Data Provider contacts Create project repository Schedule kick-off meeting with Department and Data Provider Execute Agreements 	1 month
Data Intake Activities	<ul style="list-style-type: none"> Officially request data Hold Kick-Off meeting with Department and Data Provider Receive layouts and data dictionaries Setup EDT Connection with Data Provider 	1 month
Database Configuration Activities	<ul style="list-style-type: none"> Prepare data model to accept dental data Setup EDT Connection with Data Provider Identify necessary custom fields 	1 month
Raw Data Testing	<ul style="list-style-type: none"> Receive initial test data and reconciliation reports from Data Provider Perform raw data quality review Data Provider to fix and resend test data Perform Round 2 of raw data testing 	1 month
Checkpoint: Usable Production Data	<ul style="list-style-type: none"> Decision is made to move forward as the data is of sufficient quality to fully implement. Request production data from the Data Providers 	2 days
System Testing	<ul style="list-style-type: none"> Develop Dental specific test cases Setup test environment 	2 months

Phase	Tasks	Timeline
	<ul style="list-style-type: none"> Perform 1st system test Test and implement fixes Perform 2nd system test Test and implement fixes 	
Production Build	<ul style="list-style-type: none"> Perform production build including dental data 	1 month
Release of Production Database	<ul style="list-style-type: none"> Release into production Conduct training sessions on dental data 	1 week

Exhibit 3 – High Level Overview of Dental Data Load

Solution Definition and Planning

Since we are the incumbent, the work to incorporate most of your data feeds, including data layouts, user reporting needs, and weekly status reporting is complete. We continue to follow the defined process to add new Data Providers, such as the Anthem Dental data within this implementation period.

Data Acquisition, Verification, and Transformation

We will confirm that the data received from the new suppliers continues to meet the stated requirements. These steps include ensuring that the data model, transformation routines, Health Insights Suite reports, and measures continue to support your specific reporting and query requirements.

- **Data.** With the historical data in-house, this process will consist primarily of working with the Data Providers to continue to submit data on the agreed upon schedule. We also will review and update the data dictionaries in use as needed.
- **DSS design.** We will acquire confirmation of the Department team’s approval of the current field mappings for standard and custom fields. If changes are needed, we will work with the team to ensure that the fields are updated or adjusted, as needed.
- **Transformation.** The transformation logic will be maintained as the data is converted for testing, unless otherwise requested.

Test, Build, and Delivery

The NYSHIP initial database has been built. We will follow the standard steps as new Data Providers come on board. The following represent the standard tasks:

- **Build and test system database.** Once all issues identified are resolved, we will load the new vendor to your production database.

- **Acceptance Testing Plan (ATP).** Testing on the full production environment will occur according to the ATP submitted to the Department's team. We use a quality assessment process to help you evaluate data quality and pursue continuous improvement.
- **Release production database.** Once the testing process has been completed and approved, we release the production database and activate user IDs for all trained users.
- **End user training.** Upon completion of the initial database build, we provide training geared to the needs of your users, based on their expected levels of use. The basic user training session is typically delivered using a generic training database. NYSHIP DSS specific training is also held on your specific database.

Although your DSS was fully implemented and has been operational since 2014 with medical, hospital, mental health and pharmacy data, we periodically reimplement individual Data Provider layouts. The most recent implementation of your Eligibility, UHC Medical, Anthem Hospital, Caredon Mental Health and CVS pharmacy data took place in 2014, 2020, 2015, 2015, and 2014 respectively. The Anthem Dental Data will be implemented during the Implementation period under this RFPs contract and completed by the start of the Project Services date.

5.3.1.2. Acceptance Testing

5.3.1.2. The Offeror must submit a proposed Acceptance Testing Plan (ATP) that identifies the functions that will be tested to ensure the DSS functionality is fully operational and meets all requirements identified in the RFP. At minimum, the ATP must include:

- a. Nature and duration of test(s);*
- b. Identification of resources required to complete the testing process;*
- c. Definition of roles of staff, both Department and Offeror, as applicable, required to perform tests;*
- d. Process for resolution of testing issues;*
- e. Definition of acceptable test outcomes;*
- f. Reporting and analysis of test results; and*
- g. Department/Offeror signoff process.*

As the incumbent, we have fully implemented the NYSHIP DSS. Acceptance testing was completed as part of our initial implementation.

Our methodology includes running reports, viewing output, printing output, and downloading results to Excel—all tasks that would constitute typical daily use of the system.

5.3.1.2.a. Nature and duration of test(s);

ATP is designed to confirm that the following requirements are tested and in operation, or are ready to be provided:

- Data Management
- User Requirements

- Analytical Capabilities
- Query and Reporting Capabilities
- Consulting Support Services
- DSS Solution Operational Requirements
- Security

The test cases that constitute the ATP are based on the requirements of the RFP. We will use results of the user needs analysis and feedback from the Department to modify the ATP, if needed. Any modifications will be approved by the Department's ATP Lead. Areas tested during a full implementation include: data integrity and data management; analytical, query, and reporting capabilities; and user specifications. Dental data testing will consist of:

- data integrity testing: to ensure we receive high quality dental data
- data management testing: to ensure that the data converts correctly, and the data model is configured for dental data properly
- analytical testing: to ensure the data is reasonable and of sufficient quality to be used for dental data reporting and other clinical analytics
- reporting capabilities testing: to ensure that Dental data can be reported on in the DSS in a user-friendly way

Merative will have completed the system test and will have resolved any identified acceptance issues or problems prior to acceptance testing. As stated in the ATP overview above, we will perform the ATP test cases by accessing the DSS over the internet, running reports, viewing output, printing output, and downloading results to Excel—all tasks that would constitute typical daily use of the DSS.

Please see Appendix G Acceptance Testing Plan for full plan.

Roles of Staff Needed to Perform Tests: Merative and NYSHIP

5.3.1.2.b. Identification of resources required to complete the testing process;

5.3.1.2.c. Definition of roles of staff, both Department and Offeror, as applicable, required to perform tests;

Acceptance testing for all components of the NYSHIP DSS have been successfully completed prior to this writing except Dental data testing. Product training for the Dental data will be conducted through web conferencing. Offeror will provide user support to the ATP testing team as needed throughout the acceptance testing process.

Where acceptance testing is required, we would utilize the roles as outlined below in Exhibit 4 - Acceptance Test Team Members.

Role	Description
Department ATP Lead	Works with Merative to refine/finalize the ATP; provides sign-off on the ATP; attends ATP tester training session; leads Department testers throughout the testing process and makes corresponding work assignments. Participates in testing, development, execution, and maintenance of corrective action plan, and signs off on ATP test case results and reports upon completion of fully executed ATP (with all showstoppers resolved).
Department ATP Tester	Attends ATP tester training session; participates in testing as directed by ATP Lead.
Offeror ATP Lead	Develops and conducts training session on end user functionality specifically for Department testing staff to facilitate testing process. Lead will show testers the location of dental measures and dimensions once implementation is complete in the NYSHIP DSS and how to report on the data.
Offeror ATP Facilitator	Drives development and finalization of the ATP; leads testers throughout testing process and makes corresponding work assignments. Responsible for overall testing process, development, execution, and maintenance of corrective action plan, and coordinating NYSHIP sign-off with ATP Lead upon completion of fully-executed ATP (with all showstoppers resolved).
Offeror ATP Data Manager	Participates in testing and issue resolution as directed by ATP Facilitator.

Exhibit 4 - Acceptance Test Team Members

Issue Resolution

5.3.1.2.d. Process for resolution of testing issues;

Most of the system was tested as part of the original implementation. However, for dental data testing Offeror will utilize the NYSHIP Issues Log as outlined below. This issues log will be used to house our corrective action plan and any issues, including those identified by the ATP testers during testing, will be resolved using the process outlined below:

- Definition.** We use a fact-based method for succinctly defining the issue in writing, whether discovered by Offeror or the customer. The issue is categorized by type (Data Provider issue, database issue, software issue, project management issue), and its impact is quantified by effect on the customer's business function, project budget, and work plan schedule.

- **Investigation.** If the cause of the issue is not readily apparent, we proceed to identify options and workarounds while the cause is investigated. When the cause is discovered, this information is fed back into the resolution process.
- **Identification of resolution options and workarounds.** We identify the options for resolving the issue along with workaround solutions for the near or long term. This process includes identifying the pros and cons of each option and the expected results, in terms of impact on customer business function, project budget, and work plan schedule.
- **Selection of option or workaround.** Working together, Offeror and the customer select an option for implementation. If there are budget implications, the appropriate budget approvals are sought.
- **Implementation of resolution or workaround.** The action selected is implemented. The implementation approach may be managed by the customer (e.g., source data issues that can be resolved only by the customer intervening with its Data Provider) or by Offeror (e.g., database build errors caused by Offeror).
- **Evaluation.** Following implementation of the resolution or workaround, Offeror and the customer evaluate the effect. If the expected results are not achieved, a corrective action plan is developed by Offeror and approved by the customer.
- **Corrective action (if applicable).** A corrective action plan is executed, whenever necessary.
- **Resolution.** The results of all previous steps are reviewed with the customer, and written acceptance is obtained once the customer is satisfied with the result.
- **Continuous learning.** A debrief is conducted, internally at Merative and with the customer to explore lessons learned and apply those lessons to the improvement of the process or system that created the issue.

Throughout the Issue/Resolution process, each step is discussed with the customer and documented by the Account Team. The work plan is amended if needed, in concert with the customer. Also, a resolution time frame is associated with each issue, and escalation pathways are invoked, if necessary, on the basis of the project governance established by both the Offeror and customer at the beginning of the project. Open issues are reviewed at each status meeting.

Acceptable Test Outcomes

5.3.1.2.e. Process for resolution of testing issues;

Test cases will pass evaluation when the ATP tester determines that the solution meets the requirement set forth by the ATP and the test results have been reviewed and approved by the Department's ATP testing team. Issues deemed by the ATP Testing team as noncritical will have corrective action plans clearly documented in the Issues Log. All other issues will be resolved prior to the final production build.

Reporting and Analysis of Test Results

5.3.1.2.f. Reporting and analysis of test results;

The NYSHIP DSS's ATP Testers will complete product training prior to the start of testing on the NYSHIP DSS. This training will acclimate the ATP testers on setting up reports to evaluate the test cases, as well as evaluating the results.

ATP testers will use the Issues Log, detailed above, to document issues found during testing. The NYSHIP DDS ATP Lead will work with the Offeror's ATP facilitator to determine the appropriate corrective action plan for applicable issues.

In addition to our assigned ATP team, Merative will make available account management, analytic, and data management staff to support NYSHIP's execution of the ATP test cases. This type of support will help resolve issues in real time, thus reducing the dependence on formal communication. Merative staff also will assist in the development and documentation of test setup instructions

Weekly status meetings will be held throughout the testing process. The ATP Facilitator will schedule additional meetings as needed to ensure timely resolution of issues.

Department / Signoff Process

5.3.1.2.g. Department/Offeror signoff process

Prior to commencement of the production build containing the dental data, the ATP facilitator will provide a form and summarized testing results based on the ATP test cases, including the corrective action plan for any failed noncritical issues, to the Department for signoff. Signoff indicates that ATP testing demonstrates satisfactory system functionality as well as compliance with requirements stated in the RFP.

5.3.1.3. DSS Implementation Guarantee

5.3.1.3. DSS Implementation Guarantee: In this part of its Technical Proposal, the Offeror must state its agreement and guarantee that all Implementation activities will be completed to the satisfaction of the Department, as determined in its sole discretion, on or before the Project Services Start Date.

All elements of the NYSHIP Decision Support System are implemented and in production today. The RFP includes a new requirement to implement a dental Data Provider. Merative proposes to implement the Dental data with the Implementation time frame commitment and assumes that it is a joint effort between your Merative team, the Department and the Data Provider. We also assume that the scope remains the same as identified in the RFP.

Merative agrees to complete all upgrade activities to the satisfaction of the Department, as determined in its sole discretion, no later than 270 days from the effective date of the Contract, dependent on timely receipt of usable data from all suppliers, as follows:

- For contract purposes, the dental data implementation will be adjusted in accordance with the contract effective date initiated by, or agreed to by, the Department.
- Merative agrees to permanently forfeit one point two-five (1.25) times the dollar amount of the Ongoing Operations Monthly Fee for each month, or part thereof, after 270 days, from the effective date of the Contract, that any of the Implementation activities listed in Section 5.3. of this proposal remain incomplete.

5.4. Data Management

The Offeror must describe in detail the proposed process for operating the DSS to meet the requirements specified in this RFP. Specifically, the Offeror must:

1. *Describe how data interface requirements will be communicated to the Data Providers and explain the proposed process for scheduling, receiving and validating data. Explain the process proposed for monthly data loads and loading of historical data into the DSS once it becomes operational.*
2. *Confirm that during Implementation a complete description of the meaning of the information contained in the DSS and any relationships between the information (metadata) that is available from the DSS will be provided.*
3. *Describe the process proposed by the Offeror for resolving data integrity issues with Data Providers, including:*
 - a. *Detailing the Offeror's proposed process for handling a change in one or more insurers/benefit administrators of the Empire Plan. Such change would require claim data "run-out", (i.e. transmission of data from the prior insurer/data provider) and integration of the data into the DSS for one or more years coincident with acquisition and integration of data from the new insurer/data provider.*
 - b. *Describing in detail the proposed process/procedures for archiving and retrieving historical data, including the frequency of archival process (e.g., annual).*
 - c. *Describing the process proposed for ensuring that only data that has passed all validation edits required by this RFP will be loaded in the DSS, and for following up with the Data Providers to correct identified data errors. The Offeror should provide a description of their proposed data validation procedures which should, at a minimum, address the areas identified above in Section 3.3(1)(h). The Offeror should include the external validation sources it is proposing to be used as part of its DSS and identify the validation sources that will be available to the Department as part of the proposed DSS. In responding to this requirement, the Offeror must include the typical turnaround times for correction of data inaccuracies due to either Offeror error or due to Data Provider error, i.e. Empire Plan insurer, to the Department.*
 - d. *Explaining the procedure for maintaining NYSHIP enrollee specific information. The explanation should include possible methods for receiving the information, frequency of the exchange and format of updated information. For example, FTP with PGP encryption, monthly, entirely new set of data with each exchange.*
 - e. *Confirming the Offeror's ability and agreement to accept encrypted data, in a variety of formats and media on the various frequencies required by the RFP (e.g., monthly, biweekly, and weekly).*
 - f. *Describing the proposed process for receiving updates from Data Providers in terms of the timing of their receipt and loading into the DSS. For example, update each benefit area, (e.g., medical, hospital, prescription drug), at the same frequency (e.g., monthly) but on a staggered schedule (e.g., medical claims on the 5th of the month, hospital claims on the 15th of the month) or hold all data for one monthly update.*
 - g. *Providing a detailed description of the proposed transmission encryption methodology including how it will meet Federal and State legal requirements as well as the requirements identified by the Department. In responding to this requirement, the Offeror must detail if this a new encryption methodology proposed to be used for the DSS or is it a proven methodology currently used for the rest of the Offeror's books of business. Detail the tasks, if any, required of the Data Providers.*
 - h. *Providing a high-level description of the technical infrastructure, such as the hardware platform and database management platform, for the proposed DSS.*
4. *DSS Update Guarantee: The Offeror must guarantee that the data supplied by each Data Provider will be processed through quality assurance testing and, if the data as submitted meets the standards, the data will be loaded in the DSS not later than fifteen (15) Business Days from the scheduled data receipt date from each Data Provider. This guarantee does not apply to data model changes, new Data Providers or types, or reprocessing of previously processed data due to Data Provider error. If the data is received after the scheduled receipt date, the data will be loaded in the DSS not later than fifteen (15) Business Days from the date the data was received.*

The Offeror must, utilizing the Performance Guarantees form (Attachment 10), record the amount that an Offeror proposes to forfeit for each twenty-four (24) hour period, or part thereof, that the data is not loaded into the DSS and fully accessible to all Users, beyond fifteen (15) Business Days from receipt of data, as a required above, from each Data Provider. At minimum, the forfeited amount (Standard Credit Amount) cannot be less than \$1,000 for each twenty-four (24) hour period, or part thereof, that there is failure to load data in the DSS by the specified date, as a required above, from each Data Provider. However, an Offeror may propose an amount greater than the \$1,000.

i.

5.4.1. Data Interface Requirements

5.4.1. Describe how data interface requirements will be communicated to the Data Providers and explain the proposed process for scheduling, receiving and validating data. Explain the process proposed for monthly data loads and loading of historical data into the DSS once it becomes operational.

As the incumbent, the existing Data Providers are already providing claims data to Merative. We will continue our history of working closely with NYSHIP and your claims administrators accounts to continue the success we have had in improving the quality and integrity of NYSHIP DSS. As NYSHIP adds new Data Providers, we begin our data quality efforts by providing clear, detailed, specific documentation to each Data Provider specifying the format requirements for their data.

Merative has established working relationships and experience with all of NYSHIP's Data Providers. Should the Department change or add vendors, we will follow our established and proven approach to adding new vendors to the DSS. We will clearly communicate the options for data transmission and formatting requirements to the Department and to the new Data Providers.

- We are compliant with the Health Insurance Portability and Accountability Act (HIPAA) standards for data security, privacy, and confidentiality. We are also Statement on Standards for Attestation Engagements (SSAE) 18 Systems, Organization Controls (SOC) 1 Type 1 and SOC 2 and Health Information Trust Alliance (HITRUST) certified.
- We carefully encrypt personal identifiers.
- Extensive data quality assurance testing is performed.
- We can accept data in a variety of formats in electronic form. We can accept data on a monthly, biweekly, or weekly basis and will update the database monthly.

We agree to the Department's requirements for the following:

- Reviewing our data requirements with the Department before sharing them with the new Data Providers
- Notifying the Data Providers of our interface requirements within 30 business days of contract award and notifying new Data Providers within 30 business days of the Department's notification to us
- Refreshing the database update schedule with the Department 30 days prior to the start of a new Plan Year and notifying the Department within one business day of any failure to meet the due date by a Data Provider.
- Notification of the Department within two business days of any failure to meet the performance standards.

We will continue to work with NYSHIP's healthcare vendors on an ongoing basis to validate the integrity of the data and maintain good working relationships. Our established methods enable the timely and efficient database production process and the ongoing improvement of data quality.

Data Interface Requirements Communication

Merative will continue to support your current NYSHIP DSS and is prepared to implement new data sources or Data Providers into your current DSS using our established process. Our team knows your environment, your data, and your business. We will work closely with new Data Providers to prepare them to begin sending data. Prior to including new data in your production database, we will provide the following:

- A detailed data requirements discussion
- Up to two rounds of quality reviews
- A comprehensive integration testing cycle, if needed

During data requirement discussion, representatives from the supplier, Merative, and the Department review the data requirements and identify key data elements and any issues related to potential data quality deficiencies. We provide a data request document that clearly outlines the content and format of the data they are to provide, as well as the supporting documentation (e.g., control totals and data dictionaries) needed to validate the data they submit.

We do extensive profiling of all legacy data and future sources to identify all potential data quality issues and anomalies. We will partner with NYSHIP and your stakeholders to ensure that the Department's needs are met by the NYSHIP DSS, creating new data sharing agreements when necessary to support modernized business operations and potential new insights.

As has been practiced throughout our current partnership with NYSHIP, our solution platform leverages consistent, reusable, and repeatable processes for data conversion and migration activities. We create data quality dashboards that continue to provide NYSHIP with insight into progress and the current state of data management / integration and data quality activities. Improved automation, workflows, and data management will enable end users to focus on reporting and analytics—not data quality and data acquisition. We perform traditional structured lifecycle activities and include key client checkpoints throughout the process. Including client checkpoints throughout the project supports a step-wise process that improves client input and approval protocols. We tailor our project execution to meet the customer needs for each system implementation.

The NYSHIP database currently contains eight years and three paid months (99 total paid months). With the first update of the Project Services period, we will ensure you always have at least seven plan years and the current plan year. Historical data exceeding this threshold will be rolled off the database and archived on a regular basis. Merative will work with the Department to retrieve archived data when necessary. Over time, the Department may find it cost-effective to simply allow the online database to expand.

Data from NYBEAS and the Department's four Data Providers will continue to be managed over the course of the contract. The system is expandable to accommodate more data sources in the future. In addition to the eligibility data, we are assuming the following sources:

- Anthem Blue Cross (hospital and dental)
- United HealthCare (outpatient medical except mental health)

- Caremark (pharmacy)
- Carelon (mental health)

5.4.2. DSS Descriptions

5.4.2. Confirm that during Implementation a complete description of the meaning of the information contained in the DSS and any relationships between the information (metadata) that is available from the DSS will be provided.

Within the NYSHIP DSS ad hoc reporting tool, a complete description of all dimensions, measures and subsets is available online and is easily accessible for all levels of users as they design reports using this information from the data catalog. Metadata, or data about the data, describes the reports, provides the definitions of fields, and defines any calculations and built-in statistical measure objects such as measures, subsets, and dimensions. The online NYSHIP DSS Metadata Explorer enables users to view complete descriptions for attributes, measures, subsets, and user-defined lists available in the NYSHIP DSS database. These detailed descriptions are available online for fast investigation and verification of element definitions. An excerpt from the Metadata Explorer is shown below in Exhibit 5 - Merative DSS Metadata Explorer.

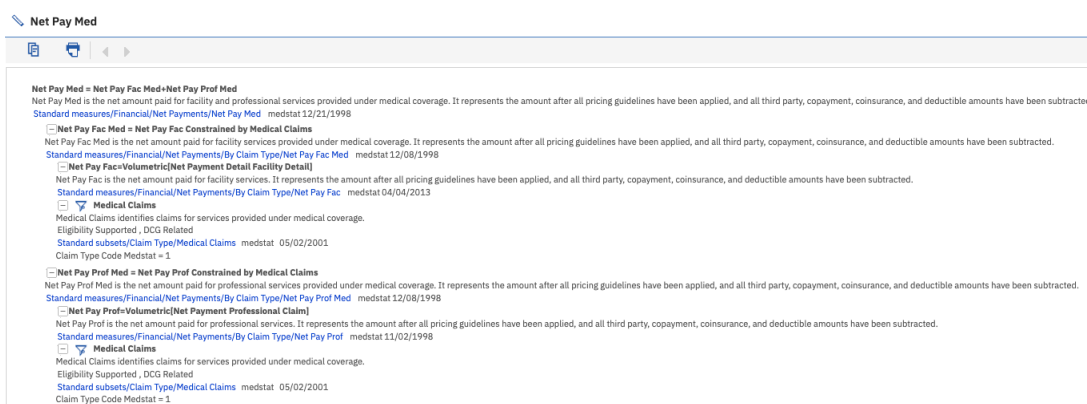


Exhibit 5 - Merative DSS Metadata Explorer

We use Metadata Explorer to store the descriptions of custom fields, subsets and measures. When creating new reports, subsets, or measures during online use, users with proper authority can also update these metadata descriptions. For example, when creating a custom measure on the rate of complications during angioplasty for a special study, the user can specify that the measure be created for a study on patient safety. This information, as well as the codes used to define the measure, are stored within Health Insights and are viewable to other users.

In addition, we will provide you our proprietary Fields Guide which lists the Dimension (text) fields in your database as well as the valid values for those Dimension fields.

5.4.3. Resolving Data Integrity Issues

5.4.3.a. Handling a Change

5.4.3.a. Describe the process proposed by the Offeror for resolving data integrity issues with Data Providers, including: *Detailing the Offeror’s proposed process for handling a change in one or more insurers/benefit administrators of the Empire Plan. Such change would require claim data “run-out”, (i.e. transmission of data from the prior insurer/data provider) and integration of the data into the DSS for one or more years coincident with acquisition and integration of data from the new insurer/data provider.*

As the Department changes Data Providers; for example, as a transition from Anthem to CIGNA, we begin our data intake efforts by providing clear, detailed, specific documentation to each Data Provider specifying the format requirements for their data. Since we need production data to complete the data integrity testing, loading data from the new provider will be loaded a couple months after the vendor starts processing the Department's claims. These data are added during a regularly scheduled database update. The database is generally updated in a way that minimizes disruption to user access.

Should the Department add Data Providers with which we have no previous experience, we will conduct a Data Summit. During the summit, Merative and the Department review the data requirements and identify key data elements and any issues related to potential data quality deficiencies. We provide a Data Request document that clearly outlines the required data content and format. This document also outlines the supporting documentation (e.g., control totals and data dictionaries) needed to validate the data they submit.

To make sure that your database update occurs on a timely basis, it is critical that Merative receive all required data from all Data Providers on time and that the Data Providers follow these format requirements:

- Data providers submit data in a single, consistent format for each data type. For example, eligibility data is provided in the same monthly snapshot format for actives, retirees, dependents, and COBRA enrollees.
- Data providers provide accurate documentation (file layouts and data dictionary) for each data format.
- No more than one (1) provider file is submitted from each claims data provider.
- The eligibility files are formatted to provide one record per member per month.
- Data for administrative fees, premiums, and capitation fees is contained on the eligibility file and is pre-allocated (i.e., broken out by member by month) to match the eligibility data.
- Suppliers comply with the Merative data format specifications.
- Data is supplied without restrictions on its use within the scope of this contract.
- Data layout or content does not change from what is expected.
- Reporting dimensions will be consistent over the duration of the project; i.e., we assume that there will not be significant database design changes.

Should a Data Provider terminate their contract with the Department, we typically receive run-out data for up to 12 months following Data Provider contract termination. Based on our experience, pharmacy claims complete run-out in three to six months, while medical claims complete in 12 months. Should the Department require more than 12 months of run-out data, we can continue receiving and loading the data from the terminated Data Provider. Processing run-out data allows us to capture claims processed well beyond the last service date of the provider's contract with the Department and provides a more complete claims and financial experience.

5.4.3.b. Archiving and Retrieving historical data

5.4.3.b . Describe the process proposed by the Offeror for resolving data integrity issues with Data Providers, including: *Describing in detail the proposed process/procedures for archiving and retrieving historical data, including the frequency of archival process (e.g. annual).*

The NYSHIP database currently contains eight years and three months (99 total months) of historical data. With each monthly update, the oldest month of data will be rolled off the database and archived. This will ensure you always have at least seven plan years and the current plan year. Merative will work with the Department to retrieve archived data when necessary. There are no system limits to the amount of data that can be stored. If the need arises, we will work with you to retrieve archived data. Timing can vary depending on the amount of data you want to restore. Over time, the Department may find it cost-effective to simply allow the online database to expand.

Merative also retains the raw files received from the Department's Data Providers. These data can be used to expand the NYSHIP DSS reporting window, enhance the DSS by adding fields not previously loaded, or fully rebuild the DSS, if needed.

5.4.3.c. Ensuring Data Integrity and Resolving Issues

5.4.3.c . Describe the process proposed by the Offeror for resolving data integrity issues with Data Providers, including: *Describing the process proposed for ensuring that only data that has passed all validation edits required by this RFP will be loaded in the DSS, and for following up with the Data Providers to correct identified data errors. The Offeror should provide a description of their proposed data validation procedures which should, at a minimum, address the areas identified above in Section 3.3(1)(h). The Offeror should include the external validation sources it is proposing to be used as part of its DSS and identify the validation sources that will be available to the Department as part of the proposed DSS. In responding to this requirement, the Offeror must include the typical turnaround times for correction of data inaccuracies due to either Offeror error or due to Data Provider error, i.e. Empire Plan insurer, to the Department.*

A close partnership with our customers and their Data Providers is key to obtaining timely, accurate, and high-quality data. Communication and feedback from all parties is imperative as we continue to improve the overall quality of the databases we deliver and the services we provide our customers. We invest heavily in data quality assurance when constructing each customer's database in order to identify input errors and data quality issues.

We work directly with the Data Providers to resolve data integrity issues as rapidly as possible. The process starts with our Data Submission System and Data Registration and Validation System (DRiVS), data registration and validation system, which provides immediate response to the Data Provider as to whether their data feed meets our quality standards. The process continues through the build testing

cycle, with feedback provided directly to the suppliers if problems are encountered, and the production of a data quality summary.

We produce a data quality summary for each Data Provider, showing the edit results and recommended areas for improvement. A data quality summary is generated with each update. These reports explain data quality, including full analytic and reporting implications for each data source and Data Provider. This report forms the basis of an action plan that will be used by Merative to monitor progress for data quality improvement.

We rely on the direction of our customers regarding how actively the team works with the vendor to pursue resolution of the data quality problems. At the customer's direction, the data management team will take the lead role in interacting with Data Providers. In every instance, we inform customers of all interactions, meeting results, and correspondence to ensure that all parties are informed of actions to be taken regarding the coding and submission of data.

Each year, many of our large employer customers change health plans and Data Providers. We will continue to work closely with you to ensure that we stay ahead of the curve, putting effective mitigation plans in place in advance of any change to allow for a seamless transition. This includes ensuring that any technical work begins in advance and that gaps are not present in service data across a plan year.

Changes to health plans and Data Providers typically require modifications to the data model and ETL TREX jobs and in many cases also requires that we conduct a small system test to ensure the changes are reflected accurately in the database. We migrate the data model and ETL jobs into production and if necessary, reprocess the older data files to apply the changes historically during the monthly NYSHIP DSS update.

In instances where data quality issues are unavoidable, we work to ensure that issues are fully documented in the operational status meeting agendas. We also review the NYSHIP Issues Log we provide monthly and during operational meetings to promptly address issues where data quality improvement is needed.

This process of taking converted data and building the database upon request instead of maintaining a ready copy of the database offline is done to ensure version consistency with the relational database software, other system software, and our application software. If the history database were not consistent with these software application versions, it would not run properly.

Our Data Management team is responsible for reviewing, cleansing, and loading data to the database, as can be seen in the figure below. The high-level steps are as follows and outlined in Exhibit 6 - Data Acquisition and System Testing.

- Data suppliers submit the data files.
- Automatic validations and review of file exceptions are sent to the Data Manager who reviews them within one business day.
- Stage and prepare the data files (monthly) to load into the database at one time.
- Once we receive all files, the Data Manager loads the files into the database, performs a test cycle, and delivers an updated database within 14 business days.

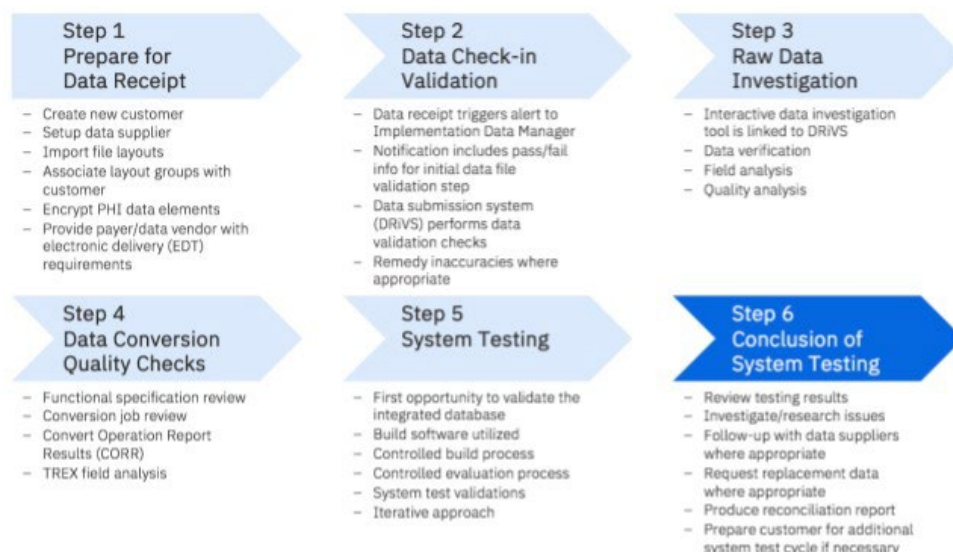


Exhibit 6 - Data Acquisition and System Testing

Using our standard testing methodology, the DSS and application customizations are built to specifications during both the implementation and operations phases of the project. Merative expends tremendous effort to test that the DSS design and the data support your analytical needs. We will serve as the primary point of contact with the Data Providers to resolve any data integrity issues. Testing is therefore based on a robust standard test plan that includes data quality requirements, data transformation/convert requirements, system build requirements, and analytic reasonability requirements. We have an established NYSHIP test plan that is executed during each monthly update.

A data quality summary outlines specific information about the DSS database build and the impact to the NYSHIP's database. The data quality summary contains the following:

- Records tagged by data type
- Headcount trend
- Quality of key fields - details how well critical fields such as diagnosis code is populated
- Plan paid amount

We will produce this document for the Department after each monthly update. This deliverable is a key reference guide to your data DSS. Any “show-stoppers” will be escalated immediately so we can mutually establish an action plan for resolution.

Integrity

Your users will play a critical role in validating the DSS. Your knowledge of the data and your provision of source system control figures and plan-generated reports will allow reconciliation to source systems.

We document the results of testing and communicate them to NYSHIP as part of both the implementation process and the update process. Our methods promote cooperation and compliance by Data Providers. We will work with and follow up with them, initially and on an ongoing basis to maintain good working

relationships. These methods and relationships are vital to the efficient and timely DSS production process and the ongoing improvement of data quality.

Four levels of testing are part of the development and ongoing operation of your DSS:

1. Testing Data Upon Receipt
2. Testing of Raw Data
3. Testing During the Build Process
4. Analytic Testing. Each level is described below

Testing Data Upon Receipt

Data files submitted by your Data Providers will be immediately processed by our data acquisition tool, DRiVS. This tool performs many initial data checks, including those listed below. Depending on the type of error encountered, the file is rejected, or warning messages are generated, and the file is accepted. In addition, personal identifiers (such as SSNs) are encrypted to ensure confidentiality and HIPAA compliance. The following data receipt validation checks are performed:

- **File-level failures:** Invalid record length, missing record type (for files with multiple record types), and invalid end-of-file (EOF) delimiters
- **Field-level failures:** Unsupported field type
- **File-level warnings:** Actual records received do not match expected number of records
- **Field-level warnings:** Character field contains non-printable character(s), numeric field contains non-numeric values, and date field contains invalid date

If we encounter any of these errors during the data transmission, we reject the file and send an error message to the Data Provider via e-mail detailing the errors and warnings that we found in the transmitted file. We also send this information to our data manager responsible for the account; so they are aware of the status of all data transmissions. DRiVS enables Data Providers to test the validity of their file without submitting the file. This can test, debug, and correct errors before the actual file transmission takes place. The data acquisition process includes the following audit/balance checks to ensure data integrity.

- Record counts to ensure we received the entire file
- Total dollars (typically Net Payment) to ensure we received the correct file
- Eligibility counts to ensure we received the correct file
- Time period to ensure we received the correct file and not a duplicate file

We compare statistics generated by the data acquisition process to values submitted by the Data Providers. If the control checks fail, we will notify the Department immediately and determine the appropriate remedy, which could include submission of a new file.

We employ a “two-chance rule” for test data submission during the implementation process; failure to deliver within that guideline generates out-of-scope work. This risk encourages all Data Providers to stay on schedule and deliver quality data on your behalf.

Testing of Raw Data

During the implementation process of a new data feed, our Data Management Team will painstakingly review each field within each raw data file to identify and log all data issues that are identified. These logs are sent to the Data Provider to remedy as part of the test file submission process. Following the data quality review and submission of the logs to the plans, we schedule a meeting with each Data Provider to review the findings and answer any questions they have after the first submission.

In testing the raw data, we establish minimum thresholds for the level of completeness of the data. Thresholds are set in the auto assessment feature of the application that converts the data. Comparisons of raw data to thresholds are conducted automatically during the Data Transformation and Validation Step. These thresholds have been set for the current incoming NYSHIP data.

Testing During the Build Process

Our DSS build process, design, construction, and update methodologies will result in reliable, accurate, and enhanced information to support NYSHIP’s healthcare analysis and decision-making.

Integration

A strength of our build process is the careful integration of the data, even if captured from different sources and formats. We have a robust linking and indexing strategy, and our integration techniques have been refined over our years of experience building hundreds of complex analytic healthcare DSS for our clients.

Standardization

Our build software standardizes the raw data to make it consistent across various data sources. Data standardization is vital to the accurate comparison of experience across plans, and comparison of your experience to norms. Our standardization edits include format and definition edits, such as:

- Calculations on financial fields to obtain standard-defined charge and payment fields
- Mapping all values in a field that mean the same thing to a single value
- Mapping data like place of service, type of service, and provider type to standard values

From plan to plan, significant differences exist as to when discounts are applied (before or after co-pays), how deductibles are recorded, how lump sum adjustments are recorded, whether claim-level adjustments void or replace the original claim, and so on. Each plan’s approach must be investigated and documented, and then the data transformation routines must be customized. Two separate plans might

submit data for data fields in different formats. Our conversion process results in a common definition and reconciles financial fields for consistent reporting across all plan types.

Data Transformation Validation

NYSHIP data is transformed through a tool called TREX, the Transformation, Enhancement, and Extraction Platform, which is a data conversion and investigation tool developed and maintained by Merative. It is an ETL (extract, transform, load) tool that imports raw data, applies transformation logic, and exports it into an output file. It also contains several automated and manual data investigation tools for evaluating raw and converted data.

Transformation routines have been developed for incoming NYSHIP data feeds which will transform your data into the standard format needed to support the build process and data model. We perform NYSHIP-specific validations as part of the transformation. The specific checks depend on your needs and data sources, but examples of typical checks are:

- **Valid Values:** If the field contains a specific value, that value is compared to valid values.
- **Date Fields:** Depending on the date, date ranges are checked for validity. For example, paid dates in the file must be within the range of dates for the period represented by the file (if the file is for first quarter, the paid date range must be January 1 – March 31).
- **Identifier Fields:** If a field contains key identifiers, such as provider ID, or NABP number, the field is checked and warnings generated if the ID is all blank, all zeroes, or all nines.
- **Financial Fields:** Fields that represent how the claim is paid are checked to ensure the financial data balance (i.e., Charge less Copay, Deductible, and COB equals the Net Payment).
- **File-Level Checks:** The process checks to ensure the number of records read into the Transformation reconciles to the records written by the process.

When we transform data to our standard record format, the system generates an output report that identifies unique values that failed any mapping operation in the transformation process. This output gets automatically sent through an assessment and the data file is evaluated based on Merative standard and customized guidelines. The assessment results display on the process dashboard and the update dashboard which is reviewed by the data management team. We also report on the number of records and total payments that were read into the transformation process, were excluded during the transformation, and were transformed into the standard format. These numbers are compared to the control totals provided by the Data Provider with the original data submission. This reconciliation step alerts the team to any out-of-balance situations.

Validated Data Element Fields

We use extensive data quality checks to validate all data elements in the database. Exhibit 7 - Build Process Field Validation represents a small subset of the data element fields we validate.

Fields Validated during the Build Process		
Bill Type Code (UB)	Family ID	Provider ID
Claim ID	Gender	Provider Type Code
Claim Line #	National Drug Code	Provider Zip Code
Date of Birth	Network Paid Indicator	Relationship Code
Date of Eligibility End	Network Provider Indicator	Revenue Code (UB)
Date of Eligibility Start	Person ID	Rx Dispense as Written Code
Date of First Service	Place of Service Code	Rx Mail or Retail Code
Date of Last Service	Plan Code	Rx Payment Tier Code
Date Paid	Procedure Code Modifiers	Rx Refill Number
Diagnosis Codes	Procedure Code System	Union Worker Code
Discharge Status Code (UB)	Procedure Codes	Zip Code

Exhibit 7 - Build Process Field Validation

In addition to the information above, we validate all financial and quantitative fields, such as Allowed Amount, Net Pay, and Units of Service to ensure they are numeric and within the appropriate range for the field and claim type (e.g., voided or backed out claims should have negative amounts). We also perform appropriate validation checks on custom fields added to the database design to meet your unique requirements. The standard fields are validated against list of valid values (data dictionaries) distributed on the CMS website or provided by the Data Providers.

DSS Build Edits

The DSS build process performs several enhancements to the transformed data, prepares it for the warehouse load, and aggregates the data to speed analysis. The build process performs additional edits to ensure the usability of the data, such as:

- **Diagnosis and Procedure Codes:** Values are checked for validity and, where appropriate, compared to the patient gender.
- **Missing Values:** Each field is checked and the number of records with missing values is reported.
- **Counts of Certain Conditions:** The number of records where Age is greater than 100, Age is less than 0, Service Date is greater than Paid Date.
- **All Fields:** Count, minimum, and maximum value statistics are generated for each field to support statistical analysis of the data trends.

- **Missing Look-Up Values:** Values in fields associated with lookup tables are checked against the lookup and reported if the value is not found.

During the build process, automated processes provide optimum efficiency and data quality. Two error criteria are defined prior to transforming the data; these criteria may cause all or part of the update process to halt, depending on the magnitude of the data quality problem:

- **Critical Errors:** Errors are deemed to be critical-path items if there are many dependencies in the remaining data transformation processes. Data that meets the criteria established for critical errors causes the transformation routines to abort until the problem is resolved. Examples of critical errors are data submitted in the wrong format or wrong byte size.
- **Ignore Condition Errors:** Errors that cause the data transformation routines to ignore individual records and proceed with the process if certain conditions are met. For example, if an invalid Person ID is encountered, that record is flagged to be ignored by the process and the program moves on to the rest of the data. Ignore condition errors are not critical-path items and do not impact other pieces of the process, but they are assessed for their overall impact on the quality of the DSS.

Reconciling Claim Payment Adjustments

We carefully analyze paid claim amounts to ensure the accuracy of financial reporting. We retain all original, voided, and adjusted claims in the system. This is extremely useful for maintaining a history of events. Our data management processes ensure information is correctly backed out on voided claims to prevent duplication or overstatement.

Data Quality Improvement Over Time

We will continue to improve your DSS over time. Our data management activities include analyzing the data periodically to look for ways to improve it. In addition, as your programs and initiatives evolve, the DSS will accommodate changes such as new data elements or changes in data constructs.

Our data quality assurance efforts will continue after the initial DSS is built. During each NYSHIP DSS update, we test the new data and prepare new data quality reports. If we discover new problems, we will work with NYSHIP and any relevant Data Providers to assess and resolve them.

We will produce data quality reports during implementation and with each NYSHIP DSS update. The reports identify problems and data anomalies specific to each data source and track the progress of data quality improvements over time. These reports show the validity, completeness, and reasonableness of the data in the NYSHIP DSS. Healthcare source data in large volumes is never perfect, but it is vital that it meets certain standards. We will make you aware of any problems with the source data, so you can maintain confidence in the reports you generate. In addition, we will work proactively with the Data Providers to improve data quality over time. We review any quality issues with the supplier and suggest areas where the supplier could make process or system improvements. Then we closely monitor subsequent data submissions to track progress toward data quality improvement.

Analytic Testing

In addition to the DSS build quality assurance procedures described above, we incorporate a specific set of tests after the NYSHIP DSS is built to test its analytic reasonableness and ensure the quality of production reports. The build process generates reports to support data reconciliation and identify problems.

To test the analytic usability of the DSS, our Account Team runs a set of standard analytic testing reports as well as client-specific reports focused on critical business requirements after each update is built, but before the move to production. Analytic usability can be measured in terms of conformance to external standards (benchmarking) or internal consistency (aptness for supporting certain analyses). In our methodology, analytic testing of data falls into three categories, as described in Exhibit 8 - Analytic Testing Methodology.

Test Category	Purpose
Comparison to Benchmarks	<p>These tests confirm the data is complete and reasonably consistent with other reliable data. Benchmarks are drawn from the norms available in our MarketScan database and include things such as:</p> <ul style="list-style-type: none"> • Net Pay PMPM Adm Acute • Admits / 1000 Acute • Days LOS Admit Acute • Visits / 1000 ER • Scripts PMPY Rx
Reasonableness Edits for Cost and Utilization Data	<p>Edits related to the reasonableness of the data look at the relationship between two or more columns, or between a column and “normative” data to ensure they are reasonable. Reasonableness checks are often very similar to benchmarks.</p> <p>Examples of reasonableness checks are the comparison of diagnosis to age, diagnosis to gender, and charge to payment. Based on our experience testing medical claims data, we have developed other reasonableness checks, such as examining:</p> <ul style="list-style-type: none"> • Average cost per admission and percentage of admissions with catastrophic payments • Percentage of surgical services to total services • Percentage of non-specific diagnoses • Average cost per service by procedure code ranges <p>Such quality checks verify the claims data is balanced. We also confirm the paid/ processed date range is reasonable given the timeframe that conforms to the input data file. For example, in a quarterly update feed, the data in the “Processed Date” field should be only for the expected quarter, not for the next quarter.</p>
Checks for Internal Consistency	<p>For users to be confident in the data and the tools’ ability to accurately report, testing should demonstrate internal consistency, such as:</p> <ul style="list-style-type: none"> • Totals and sub-totals accurately add up • Values across reports are identical (assuming identical data sets) • Values across systems are identical

Exhibit 8 - Analytic Testing Methodology

Issue Resolution

We have worked extensively with the data types identified for NYSHIP, so we are familiar with the data and have already developed solutions for many problems that could arise. If problems occur, they will be resolved quickly.

We validate data and check data quality in multiple steps of the process. Errors can occur and be identified during any of the steps, and corrective action depends on when the error occurred and the type of failure. We start by reviewing logs to determine root cause. If logs are not available or do not indicate an error, we attempt to replicate the error, which helps us drill down further.

We use the information gathered to understand what caused the issue; common root causes are poor data quality and convert and product issues. Depending on the root cause, multiple escalation paths are available:

- For data quality issues, we reach out to the data acquisition team for standard feeds or directly to the supplier for custom data feeds.
- Data convert issues can typically be handled by the data manager.
- If we run into a product issue, we reach out to Product Support for assistance / resolution.

Once we determine the root cause, we will work with the appropriate team and/or Data Provider to resolve it and determine timing for resolution and final delivery of the solution. If the issue has analytic impact or requires downtime, the Account Team will share the details of the error and the plan of action with NYSHIP. The turnaround time for resolving data inaccuracies typically depends on whether we can address the issue using the data files we received from the data providers or if replacement files are needed. If we can address the issue using the existing files, we can typically apply the fix with the following monthly update. When replacement files are needed, we reach out to the data provider to determine the timing of corrected data submission, and the final fix will be available in the DSS with the update following data receipt. We typically address internal issues at no cost, but if the root cause is external, we determine the effort required and charge for the fix.

We will inform you if any problem occurs, and will investigate the root cause, resolve the issue (or prepare a corrective action plan), and perform the appropriate testing. We will walk through the results with you before moving forward. When the production environments are successfully tested, we will deliver the test results, so you can approve user access.

We commit to executing our rigorous data evaluation process, not just initially but with each quarterly update. If we identify unexpected changes and/or errors in the data submissions, the Account Team will identify the problem, log the issue in CA Agile Central, and present corrective options for your consideration. We will continue to work with you and your Data Providers until full data remediation is complete.

For each standard update process, we will deliver the production database to you within eight to ten business days after we receive complete and usable data from all Data Providers.

Data files submitted by NYSHIP's Data Providers are immediately processed by the Data Submission System and DRiVS, Web-based tools for submitting and validating data to Merative. We employ defined procedures to ensure that the database construction process itself is sound and dependable. Functions

built into the Merative Build software automatically detect problems with the process that might compromise the quality of the database. During two phases of the Merative Build process, transformation, and build, automated functions enable us to assess and manage any problems with the Build process or the quality of the data.

5.4.3.d. Eligibility File Expectations, Transmission, & Frequency

5.4.3.d. Describe the process proposed by the Offeror for resolving data integrity issues with Data Providers, including: Explaining the procedure for maintaining NYSHIP enrollee specific information. The explanation should include possible methods for receiving the information, frequency of the exchange and format of updated information. For example, FTP with PGP encryption, monthly, entirely new set of data with each exchange.

Merative requires and stores information at the person/member-level. We currently request from the Department a monthly eligibility file that captures one record per person per month. This record provides a snapshot of that person's eligibility/enrollment options for that particular month. This includes not only enrolled members but opt-out employees/contract-holders to provide reporting capabilities on the entire population. For each new month, Merative requests a 'full file' containing all those enrolled members and opt-outs for the entire NYSHIP population. To support this process, we request a fixed-length file with monthly snapshot characteristics.

We have an established EDT data exchange of the NYSHIP enrollee data which Merative receives from NYBEAS monthly. We will continue to receive this data monthly which adheres to using Secure FTP with PGP Encryption.

Our preferred data transmission method is Electronic Data Transfer (EDT) & Healthcare Data Transfer System (HDTs), Data Submission System (DSS). These data transmissions rely on standard Internet protocols to transfer data to and from Merative for processing, which can be set up to either "push" or "pull" data according to your preference. The NYSHIP eligibility file is currently set up as a push file.

Source Data Changes Accommodation

Changes in the source data over time are inevitable, and we anticipate a certain degree of change. For example, if the Department changes business unit names or eligibility categories, these changes can be made in the next update cycle if we are notified ten days in advance. We work closely with the Department during the annual plan year changes to update any maps and lookups to reflect any changes to benefits changes (ie., rates and fees, plans, departments). Changes in the reporting dimensions and changes in Data Providers or supplier feeds and formats are more significant, and additional effort is required to make these changes. Another event that can result in delay as well as out-of-scope effort is database reprocessing caused by a supplier's failure to submit valid data within the database update cycle. We manage these major changes to minimize as much as possible the impact on NYSHIP's update cycle.

When there are delays in receiving the expected data files, we will work closely with the Department to coordinate holding the database update until all files are received versus loading the late data the following month. In situations when the Department needs specific data files loaded immediately, we can consider off cycle updates to get the data into the NYSHIP DSS as soon as possible and to minimize disruption to the Department's reporting needs.

5.4.3.e. Accepting Encrypted Data

5.4.3.e . Describe the process proposed by the Offeror for resolving data integrity issues with Data Providers, including: Confirming the Offeror’s ability and agreement to accept encrypted data, in a variety of formats and media on the various frequencies required by the RFP (e.g., monthly, biweekly, and weekly).

We can accept data on a monthly, bi-weekly, or weekly basis, and will update the database monthly. Our preferred method is to receive ASCII fixed width or delimited files. Merative adheres to HIPAA (Health Insurance Portability and Accountability Act) standards regarding the transmission of eligibility, medical, pharmacy and other data types, including authenticating users and encrypting transmissions.

We support a variety of electronic submission methods:

- Secure FTP (SFTP) – push and pull - Password Authentication and file level encryption
- Secure FTP (SFTP) – push and pull - SSH Key Authentication and file level encryption
- HTTPS – Push to Merative Healthcare Data Transfer System
- Interactive Web Submission – Data Submission System (DSS)

When submitting files, the file names should follow the Merative naming convention, unless otherwise specified by the Data Provider. File names will be determined during the setup process. It is a recommended best practice that files submitted electronically to Merative contain information about the data contents. Each data file transmitted to Merative should either be accompanied by a tag file or contain control information in a header or trailer. A tag file or a header/trailer allows us to properly catalog and process the data content included in the submission. This information can be provided in one of two ways:

- Embedded header or trailer record
- Tag file (.mms file)

We currently have EDT connections set up with all your Data Providers and they are submitting data in an agreed file format.

5.4.3.f. Receiving Monthly Database Updates

5.4.3.f. Describe the process proposed by the Offeror for resolving data integrity issues with Data Providers, including: Describing the proposed process for receiving updates from Data Providers in terms of the timing of their receipt and loading into the DSS. For example, update each benefit area, (e.g. medical, hospital, prescription drug), at the same frequency (e.g. monthly) but on a staggered schedule (e.g. medical claims on the 5th of the month, hospital claims on the 15th of the month) or hold all data for one monthly update.

We propose continuing what we do today for NYSHIP. Perform a single database update, fully integrating all data sources, once each month on a reliable schedule, and to make it available to the Department’s users within 14 business days of receipt of usable data from all Data Providers.

We will update the NYSHIP DSS database on a timetable that is acceptable to the Department. Once all monthly feeds are received from all Providers and we have determined that the feeds are usable, the

update process begins. We currently receive all of the NYSHIP's monthly feeds around the 10th of each month and deliver by the 24th of each month.

In the unlikely event that a supplier's data arrives too late to be included in the initial database build, we will work with you to determine whether we should perform a second database update to include the late data (depending on timing of file receipt) or load the file with the next monthly update.

The benefit of this single monthly update approach is that the database is analytically useful all the time. Partial data loads (e.g., loading just medical then facility then drug data) cause difficulty for users in understanding data currency. Moreover, partial loads lack analytic power, because data transformations that depend on integrated data (aggregates, episodes, admissions, etc.,) cannot be run on partial loads.

Each full database update entails one or more of the following tasks:

- Update valid values lists and mappings. In order for new values to be timely reflected in the database, the Department must notify Merative in writing of these updates at least ten days before the beginning of your scheduled update processing.
- Verify the source data, execute transformations, and test the new data.
- Add the new data to the database.
- Roll off the oldest period of data.

We will continue to work proactively with the Department and the data providers to set up a periodic schedule for data submission and processing so that each database update occurs on time with complete and usable data. After completing multiple test phases during initial implementation, we assume that there will be no changes to the data without prior notification. The schedule is carefully drawn to identify the date when we expect to receive the data from the suppliers, and it allows for a period of data testing and resubmission if necessary. This timetable includes a prior notice period for the Department and its data providers to alert us to any changes in the data feeds in order to assist us in accommodating these changes without a delay in the update process. The current Data Providers have established schedules with Merative to support the current monthly NYSHIP DSS database updates.

5.4.3.g. Data Transmission Encryption Options

5.4.3.g. Describe the process proposed by the Offeror for resolving data integrity issues with Data Providers, including: *Providing a detailed description of the proposed transmission encryption methodology including how it will meet Federal and State legal requirements as well as the requirements identified by the Department. In responding to this requirement, the Offeror must detail if this a new encryption methodology proposed to be used for the DSS or is it a proven methodology currently used for the rest of the Offeror's books of business. Detail the tasks, if any, required of the Data Providers.*

A number of proven options exist to support data transfer, as described below. The data encryption and other safeguards that are in place to secure and protect data transmission vary, depending on the method used to transmit the data. We offer the following methods for data transmission.

Secure FTP (SFTP) – push and pull - Password Authentication. This option uses an encrypted SSH (Secure Shell) channel to pull data from supplier sites. It also uses SFTP on port 22 to accomplish the data transfer. Zipped files may be transmitted using this method but must follow a specific naming convention. PGP encryption is supported but not required.

Secure FTP (SFTP) – push and pull - SSH Key Authentication. Merative supports SSH key authentication as well as username/password authentication. SFTP Push users with username/password authentication will be issued a temporary password, which must be changed upon successful login. Data Providers using key authentication are required to provide IP addresses for filtering purposes. If you are using SSH key authentication, you will not be prompted for a password. SSL on port 21 (FTPS) is not supported by Merative.

HTTPS – Push to Merative Healthcare Data Transfer System (MOVEit). This option uses an encrypted SSL channel to push data to Merative. It utilizes Internet standard port 443 to accomplish the data transfer. Zipped files may be transmitted using this method.

Interactive Web Submission. The Data Submission System (DSS) is a web-based tool for submitting data to Merative. The system will validate, compress, and encrypt the data files before they are sent electronically to Merative. To keep data secure and help protect health information, the Merative Data Submission System uses industry-standard secure HTTPS. Data files are compressed and encrypted using triple-DES encryption algorithm. Uploaded data files are decrypted and decompressed only after safely reaching Merative.

Supported compression and encryption methods for submitting electronic data to Merative

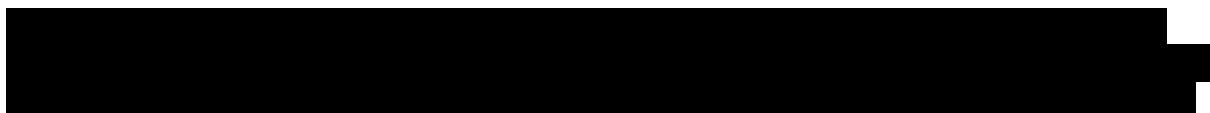
The only encryption method supported by Merative is PGP. Files sent to Merative using the PGP encryption method should be encrypted using the Merative Public Key (Merative.asc). Merative supports asynchronous PGP encryption only. We do not accept signed PGP files. The public key will be provided during the data transmission setup process.

Merative can accept zipped files via most electronic transmission methods. However, specific naming conventions must be followed:

- Files may be zipped using WinZip, PKZip, or Gzip.
- Files may have either a .zip or a .gz extension.
- Files with .tar, .tgz and .rar extensions will not be processed.
- If files are to be PGP encrypted, zipping should be done before encryption.
- All zipped files must be named according to the transmission method's file naming requirements, with the .txt or .mms extension replaced by the .zip or .gz extension.
- All files in archives must follow the file naming convention set by Merative both inside and outside the zipped archive, regardless of transmission method.

5.4.3.h. Providing Technical Infrastructure Description

5.4.3.h . Describe the process proposed by the Offeror for resolving data integrity issues with Data Providers, including: Providing a high-level description of the technical infrastructure, such as the hardware platform and database management platform, for the proposed DSS.



[REDACTED]

[REDACTED]

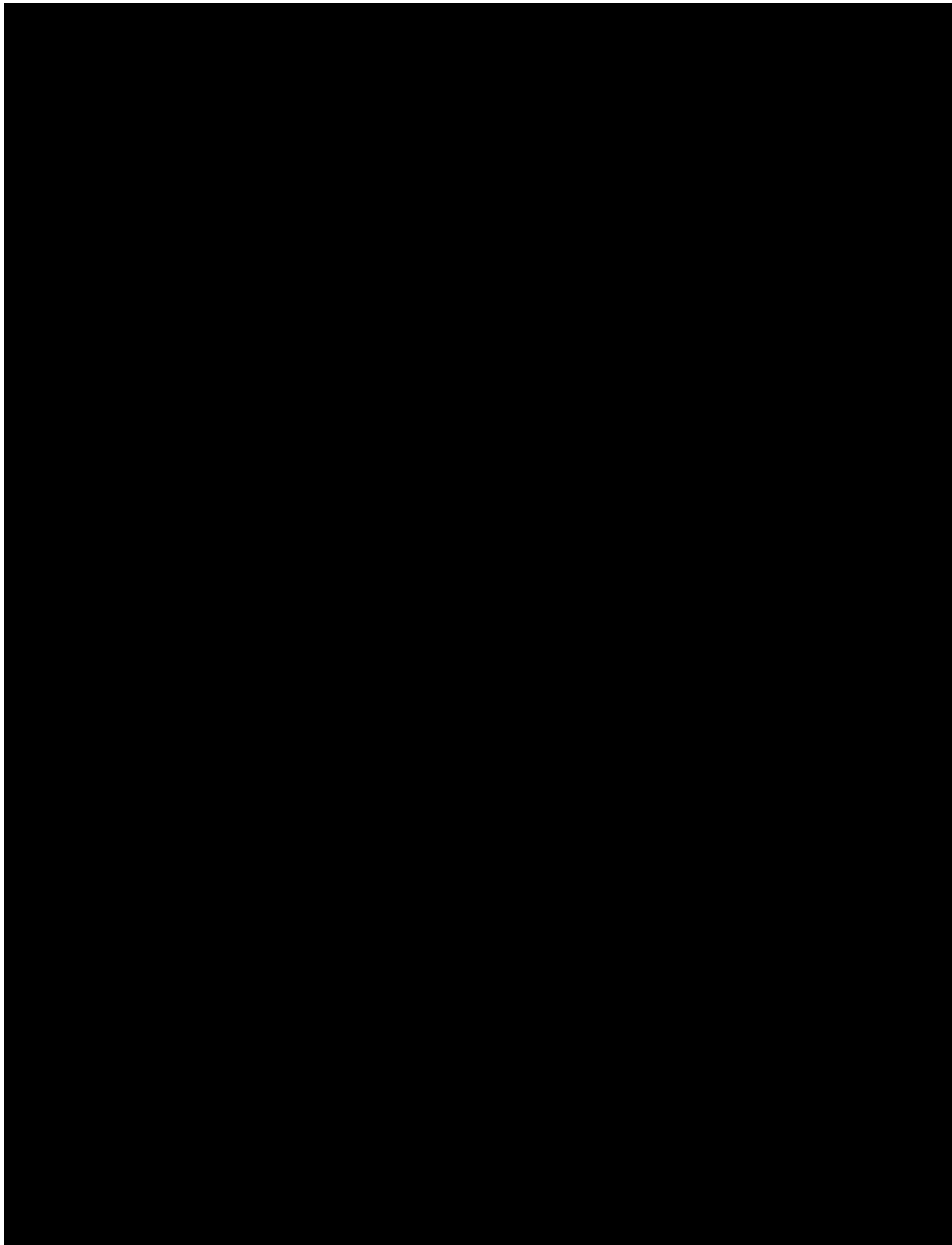
[REDACTED]

BUSINESS

[REDACTED]

Exhibit 9 - Current Technology Stack

[REDACTED]



[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

5.4.4. DSS Update Guarantee

5.4.4. DSS Update Guarantee: The Offeror must guarantee that the data supplied by each Data Provider will be processed through quality assurance testing and, if the data as submitted meets the standards, the data will be loaded in the DSS not later than fifteen (15) Business Days from the scheduled data receipt date from each Data Provider. This guarantee does not apply to data model changes, new Data Providers or types, or reprocessing of previously processed data due to Data Provider error. If the data is received from a Data Provider after the scheduled receipt date and the data meets quality assurance testing, the data will be loaded in the DSS not later than fifteen (15) Business Days from the date the data was received. The Offeror must, utilizing the Attachment 16, Performance Guarantees form, record the amount that an Offeror proposes to forfeit for each twenty-four (24) hour period, or part thereof, that the data is not loaded into the DSS and fully accessible to all Users, beyond fifteen (15) Business Days from receipt of data, as a required above, from each Data Provider.

Our proposed solution updates the NYSHIP database once a month on a reliable schedule and makes the analytically enhanced data available to the Department's users within 14 business days of receipt of usable information from each Data Providers. Once all monthly feeds are received from all data providers are determined to be usable, the update process begins.

Merative guarantees that the data supplied by the Data Providers will be processed through quality assurance testing and, if the data as submitted meets the standards, the data will be loaded in the DSS Solution not later than fourteen (14) Business Days from the scheduled data receipt date of the data from each Data Provider, or Merative will forfeit \$1,250 for each twenty-four (24) or part thereof, which is 125% of the minimum amount. This guarantee does not apply to data model changes, new Data Providers or types, or reprocessing of previously processed data due to Data Provider error. If the data is received after the scheduled receipt date, the data will be loaded into the DSS Solution not later than fourteen (14) Business Days from the date the data was received.

5.5 User Requirements

1. *The Offeror must confirm User Levels will be established as described in Section 3.4 of this RFP, including permissions and restrictions on usage. In responding to this requirement, the Offeror must describe, in detail, any restrictions on the number of Users overall or within a category (i.e. User Level) and confirm that at least half of all 50 Users simultaneously have the ability to use the DSS.*
2. *The Offeror must describe in detail the capabilities for access, manipulation, analysis, security, etc., for each User Level in the Offeror's proposed DSS. Explain how the Offeror's proposed User Levels will meet the Department's requirements for access, functionality and security.*
3. *The Offeror must provide a description of the training plan the Offeror proposes for Users, including items such as, session length, number of sessions, class size and position/qualifications of instructor(s) providing training, and identify the plan's goals and expected outcomes. The Offeror must state if web-based training is available and confirm the Offeror's agreement to provide On-Demand training, at the Department's request, on an ongoing basis to handle User turnover, system changes and upgrades.*
4. *The Offeror must describe the accessibility features of the proposed DSS to address all applicable Federal and State laws and regulations regarding accessibility standards for persons with disabilities and Appendix B, Standard Clauses for All Department Contracts requirements, at no additional cost to the Department.*
5. *The Offeror must describe the proposed technical support services, online and telephonic, that will be available to Users during the Department's required timeframes for online support services (e.g., help screens, FAQs) and telephonic support services. The Offeror's response should include a description of its Help Desk operation. The Offeror must also state its agreement that all requests for assistance will be responded to within four (4) business hours of the initial request, at which time the caller will be provided with a proposed timeline for resolution of the identified issue.*
6. *The Offeror must state the Offeror's agreement to provide secure connectivity as an Internet-based service offering. Describe in detail the Offeror's proposed web-based product and detail if the Offeror has provided services for a customer similar in scope. The Offeror's response must state if the client's system has been in full production mode for twelve (12) months or more, with at least twenty-four (24) months of historical data. The Offeror must provide a description of software requirements, (e.g., compatible browsers including release version), for onsite Department utilization.*
7. *The Offeror must provide a description of software requirements, (e.g. compatible browsers including release version), for Department utilization.*

5.5.1. User Levels

5.5.1. The Offeror must confirm User Levels will be established as described in Section 3.4 of this RFP, including permissions and restrictions on usage. In responding to this requirement, the Offeror must describe, in detail, any restrictions on the number of Users overall or within a category (i.e. User Level) and confirm that at least half of all 50 Users simultaneously have the ability to use the DSS.

Our goal is to provide NYSHIP with the required user access structure and customer support. We understand that your success is enabled by training that is tied to your goals, user support, project management team services, system performance, and problem response. We will support NYSHIP's

requirements and establish two user levels as described in the RFP. User support and training will include capabilities to address the two types of users described in the RFP:

- Level 1 – Users with access to all tools and data and unencrypted personal identifiers
- Level 2 – Users with access to all tools and data except unencrypted personal identifiers

Users will be supported by the following:

- Training that will be customized to meet the needs of your users and to provide your users with a solid understanding of how to use the solution to meet your goals.
- High-quality user documentation that is unique to the needs of NYSHIP
- Help Desk access via a 1-800 line, E-Mail, and web portal, during required hours
- Our analytic consultant, based in Albany, who will continue with the NYSHIP team
- Secure internet-based connectivity for users

Our Merative Health DSS solution meets the Department's requirements for the two types of users, with web-based access from any location.

Our solution provides a powerful ad hoc reporting and visualization capability to allow Level 1 and 2 users (50 in total) to access any element of detailed data based on their security level. Through our security administration services, we will ensure that Level 2 users are restricted from viewing unencrypted identifiers. This component provides advanced functionality for technically proficient users. These users typically create reports from "scratch" using the same ad hoc reporting tools. The custom reports and measures developed by Level 1 users are available to Level 2 users.

Both user levels have access to Dashboards and Benefit Modeler.

For experienced Python programmers with existing access to Anaconda Python, users can access the DSS through Data Science Connect (DSC).

Our solution can easily accommodate growth in terms of data volume, sources, and users. It provides the flexibility to integrate many sources of data into one data warehouse and is designed to be scalable to support a wide range in number of users and growth without custom software development. Health Insights is installed across hundreds of clients with databases ranging in size from a million to hundreds of millions of claims rows and representing over 1,000,000 lives. This solution will support your volume and associated usage.

As a multi-user, multi-function application, multiple users can be online, running the same or different Health Insights applications, without harming the system's integrity. The limit on user connections is not an application limitation. We currently have clients that license our system for up to 100+ users and an even higher number of users of the web browser application.

5.5.2. Accessing, manipulating, etc., each user level

5.5.2. The Offeror must describe in detail the capabilities for access, manipulation, analysis, security, etc., for each User Level in the Offeror's proposed DSS. Explain how the Offeror's proposed User Levels will meet the Department's requirements for access, functionality and security.

The NYSHIP database currently leverages multi-factor authentication for provisioned and managed users. Our standard approach for single-sign-on (SSO) includes a one-stop portal that we host, to which a user authenticates once and then can access their applications without needing to re-enter credentials.

In a future release, federated single-sign-on will be available that will provide access to all components of Health Insights. Additional fees may apply.

Access to the detailed database is managed through the use of views that provide an additional layer of protection and limit data access to those with a "need to know." These security views provide the following additional access controls:

- **Column security:** Sensitive data elements can be protected through column security. Users must have access to these secured fields to create reports using these data.
- **Row security:** This limits a user to a set of rows based on a dimension field (e.g., only claims for managed care plans).

5.5.3. Training Plan

5.5.3. The Offeror must provide a description of the training plan the Offeror proposes for Users, including items such as, session length, number of sessions, class size and position/qualifications of instructor(s) providing training, and identify the plan's goals and expected outcomes. The Offeror must state if web-based training is available and confirm the Offeror's agreement to provide On-Demand training, at the Department's request, on an ongoing basis to handle User turnover, system changes and upgrades.

As the incumbent, the NYSHIP DSS team has attended training on the solution. We will continue to train new users following the established process in use between NYSHIP and Merative. Our training plan will enable the NYSHIP team to meet its training goals using live training by your analytic resources and eLearning, which includes proficiency testing. Our training staff understands the solution tools and has specific Public Plan knowledge to meet the training needs of your team.

Training for New Users

In addition to the established training activities, Merative offers a full suite of training options for the NYSHIP team. For dashboard reports, a short orientation training from your Account Team is provided. These reports use standard web browser presentation techniques.

For power users who require more in-depth access and use the Health Insights components, we provide a multi-day user training. We designed the training to target the issues most important to power users. The objectives for this training are as follows:

- Understanding functionality included in ad hoc reporting

- Understanding the measures catalog and their use on reports
- Creating and editing ad hoc reports
- Using the record listing report to investigate report result details
- Creating and using subsets in cross-tab, record listing, and distribution reports
- Scheduling reports
- Understanding and using the Admission and Medical Episode of Care methodologies

We use the NYSHIP database to introduce Health Insights, giving users the basic skills needed to use the application. Additionally, your Account Team will supplement the standard training with a focused, one-day training on advanced methodologies and how to apply them to NYSHIP specific use cases so that your users can begin to immediately use your system. The Account Team will work with you to determine the topics to be covered during this focused session so that your users can get the most value from the training and begin addressing their specific business needs as quickly as possible.

Benefits Modeler Training

Benefits Modeler Training is delivered through live web-based conferencing classroom training. We also offer on-site training by your Albany-based analytic support as requested. New Users will learn how to input current and projected plan design components as well as NYSHIP specific claim information. Users will learn how to create multiple models, save their models, and run a variety of report results.

Data Science Connect Training

Overview

Data Science Connect Training is delivered via live web-based conferencing classroom training. The training program for Data Science Connect (DSC) and Program Integrity Reports involves several modules designed to equip participants with the skills to use DSC for generating, analyzing and updating. The training program is made up of one-hour training sessions with a one-hour Q&A after each session, later in the week. Training sessions are accompanied by materials such as a PowerPoint, PDF of live demonstration code, exercise materials and algorithm notebooks (Jupyter Notebook). Some sessions were presented multiple times when requested.

Training Details

The training starts off by covering Anaconda, DSC, and module installations. DSC establishes the connection between Python and the Decision Support System (DSS), maintaining security restrictions and integrating Ad Hoc Report Writer results with Pandas in Python. We provide and explain the use of templated notebooks in python to generate Ad-Hoc style reports. One training session is dedicated to introducing templates that are the basis of all DSC reports, since they are used in the creation of algorithms.

1. **Standard Reports:** Covers the creation of standard reports, managing parameters, handling report codes, and saving reports to local drives. Emphasizes managing reports with fewer variables and handling large datasets (up to 1 million records).

2. **Split Reports:** Techniques for breaking down large reports into smaller, manageable chunks. This involves splitting by dimensions like time periods or procedure codes, using loops and enumerations in Python to manage multiple report requests.
3. **Variable Reports:** Focuses on reports with variable parameters that update or change, e.g., time periods or provider specialty. It includes modifying report codes, handling large datasets, and running reports in smaller sections to avoid errors.

Next, the basics of Python programming are introduced as a primer and later Python Basics 2 and 3 later in the series. We spent many sessions discussing Pandas which is the primary module we use to handle database investigations, transformations, and integrate data sets like DSC reports and external data. We also visited visualization modules for charts and geographic plotting.

Algorithm Reviews

Throughout the topics we reviewed several algorithms created using the previous training techniques. We reviewed the python code line by line, reinforcing the syntax and describing risks associated with our coding choices. These payment integrity query algorithms were created to identify possible audit recoveries:

1. Evaluation & Management Upcoding
2. Controlled Substances without a Visit
3. Excessive Diagnostics
4. Beneficiary Not Eligible During Service Period
5. Hard Duplicates
6. Multiple New Patient Exams

Training Presentations to Date

Data Science Connect	Multiple New Patient Exams
Python Basics	Pandas Datetime
Pandas DataFrames	Hard Duplicates
Excessive Diagnostics	Pandas Merge
Report Requirements	Pandas Odds and Ends
MH Duplicates	Pandas Odds and Ends - 2
DSC Split Report	Pandas Odds and Ends - 3
Algorithm Design	Eligibility Outside Service Dates
EM Upcoding 1	Algorithm Rewind
EM Upcoding 2	Ad Hoc Report Writer 5.5 Upgrade

EM Upcoding 3	Pharmacy Suspension Criteria
DSC Advanced Reporting	Random Sample
Excessive Diagnostics New	Geopy and Plotly
Controlled Substances without a Visit	Python Basics III
Python Basics II	

Exercises

Exercises were given throughout the training series to provide practical application experience to reinforce the training sessions. Questions from these exercises were typically addressed in later Q&A sessions or through email communications. See Appendix I – DSC Training Exercises for a pair of example exercises what were given out.

For most of our clients, this new user training is sufficient to get their users comfortable with the application software and its functionality.

Training Plan Goals

Our system is designed to empower your staff to be better analysts, information consumers, and decision-makers. Our continuing education approach to training helps users strengthen their analytic skills over time. We recognize that NYSHIP wishes to be analytically self-supporting, without having to depend on an outside party to develop information. Therefore, our approach to training focuses not only on teaching the fundamental use of reporting and analysis applications but also on developing a stronger analyst who can more effectively use information to make business decisions.

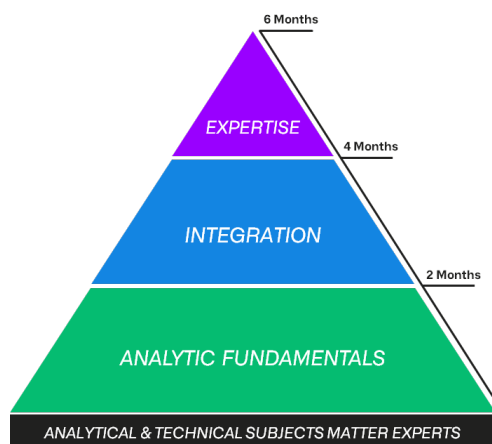


Exhibit 11 - Training Approach

We support continuous learning as a key to obtaining value from the system over time. We provide eLearning tools as well as an internet-accessible healthcare knowledge base with analytic guides. To further encourage use of the system, we will offer coaching and networking options to help your staff learn from experts and other clients, solve problems, and improve their skills. We will monitor system usage

closely. If we see usage fall unexpectedly, we will alert you and intervene to assess the problem and how to fix it.

Training Methodology

We have developed a comprehensive, competency-based user training program, which has been successfully used by all of our DSS clients. We recognize there are a range of skills and business needs that drive one's use of reporting and analytic applications. We are experienced in working with large, diverse user communities and will work actively with NYSHIP to target and meet the needs of your varied users. Our training program is designed to:

- Empower end-users to be stronger independent analysts
- Increase analyst productivity
- Increase range of skills using advanced analytics
- Develop stronger healthcare professional knowledge workers who can use data to make more informed decisions

The Merative approach uses a multi-phase instructional design process to develop training programs. This process has been developed and refined by our team. We will leverage our experience in developing and delivering training for NYSHIP. The phases in our instructional design process are outlined below:

- **Design and Development Phase:** Having trained hundreds of private and public sector clients to use our core decision support tools, the essence of our training curriculum and related processes are well established. Nonetheless, we continually evaluate the learning objectives and modify the course materials and instruction accordingly. We consider product releases (i.e., new functionality), learner evaluation survey feedback, and mastery assessment results. When developing practice exercises, the training team works to ensure analytical and business relevance. Reviews help ensure the content is accurate, complete, and instructionally sound.
- **Implementation Phase:** Training is delivered through live web-based conferencing classroom training and eLearning training. We also offer on-site training by your Albany-based analytic support as requested.
 - Classroom training uses hands-on sessions with practice exercises to reinforce concepts and functionality covered in the classroom. Learner training materials are provided to each participant at the start of the classroom session.
 - eLearning training provides real-life scenarios and hands-on practice using a simulated training environment. Skill checks are included in eLearning courses to assess understanding of the concepts and functionality taught in the course. Printable job aids may be included.
- **Maintenance Phase:** Ongoing support by the Help Desk functions and in-depth analytic support and professional services enable us to maintain a highly effective training and support environment. This support environment provides users with a successful hands-on training experience that greatly enhances mastery and user acceptance of the system. We will maintain and enhance training

materials as needed during operations to remain current with the software in use. We will offer training sessions whenever major new versions and updates of the software are released.

Our goal is to enable the NYSHIP user to “master” the system (e.g., can accurately guide others through subsetting and reporting) within no more than six months after training and continued use of the system. All users should obtain value from using the system from the day after training and beyond.

Training participants receive a detailed training manual for use in class and for future reference. The manual contains step-by-step guides for commonly performed tasks as well as exercises to give learners experience with the most common types of analysis.

Course Descriptions and Training Schedule

As previously noted, we recognize that strong analysts develop over time, and our approach is focused on training and coaching for both the analytic and professional development of the end user. Our end user growth continuum provides a logical pathway to this end.

- **Analytic fundamentals:** The first level of training is designed to reach a broad range of users and provides a solid foundation for the use of all the tools offered in our solution. During this time, we can assess the broader user community and work with NYSHIP to target users for continued knowledge transfer and analytic development.
- **Integration:** During this second level of user training, we take a more customized approach to help users integrate the tools and information into their day-to-day workflow. This level of training is targeted toward users who use data to inform their day-to-day business decisions.
- **Expertise:** This level of training builds on previous user experience and is a more focused approach that allows users to master the use of our tools, maximizing the analytic application of our solution within their specific program area. Users at this level are functioning independently in their use of the tools in our analytic toolkit. At this level, NYSHIP users will interact with our consultants to discuss methodologies specific to their program area. This level of training encompasses the professional development that we feel can change the way managers see information as a tool to help them become expert users of health information and improve the success of their program management efforts.

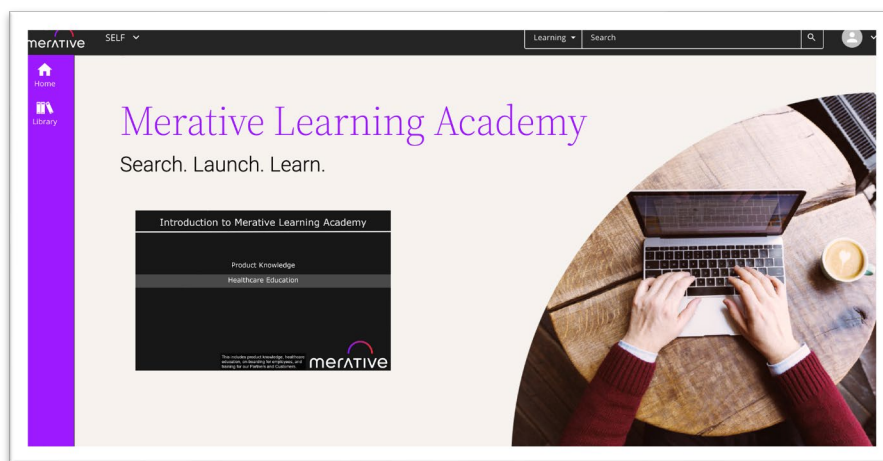


Exhibit 12 - Merative Learning Academy

We have developed interactive eLearning training modules that are accessible 24-7 via our training website. These topic-based programs actively lead users through hands-on application training, testing users' progress and providing correct answers and feedback whenever it is needed via prompts and simulations. All of our eLearning modules use sound, industry-standard instructional design guidelines. Modules include "teach me," "let me try," and skill checks. Resource information is included as appropriate at the end of each module.

In addition to responding to client requests, we take a proactive role in helping users make effective use of the tools. Our user support and training activities include a broad array of multiclient forums (webinars, user groups, annual client conference) designed to inform users on case studies, client success stories, best practice methodologies, and so forth.

As part of our standard service package, we offer several well-organized opportunities throughout the year to network and exchange information with other customers. Our goal is to help our clients leverage these opportunities by understanding how others are driving change and reducing costs and then using this knowledge at NYSHIP to bring about similar change.

For instructor-led classes, each participant receives a complete training manual containing the information covered during the session, hands-on exercises, and other useful reference information. Exhibit 13 - DSS Training Center Offerings outlines the available training opportunities.

Course	Description	Duration/User Level
Health Insights Dashboard Training	With Health Insights Dashboards, you can start analyzing your data within minutes after your database is delivered. Users will learn how to navigate the tool, drill into dashboards and charts, and filter reports. We help them understand the different metrics used in the reports. We use NYSHIP data, so users can understand not only how the tool works but also how to interpret results for their organization.	2 hours (recommended)/all users
Health Insights New User Training	The curriculum covers use of the basic software capabilities, including designing and running ad hoc queries for multiple report types, creating basic subsets, and understanding and using the Admission and Medical Episode of Care methodologies. In addition to the hands-on examples, we provide hands-on exercises to practice learning concepts. We also have the option to conduct the training on your specific database; additional costs may apply.	2-3 days/new users
Health Insights Post New User Training	The initial new user training is supplemented with a focused one-day training provided by your Account Team. This session is customized to give users the ability to use the system to address your specific business needs. We work with you to determine the	1 day/new users

Course	Description	Duration/User Level
	topics to be covered at the session so that all your users can get the most value from the system as quickly as possible. This session generally is delivered as a hands-on, classroom training.	
Health Insights Advanced Training	<p>Our advanced classes are taught by your Account Team. Advanced training enhances some of the concepts taught in the basic class with more detail and introduces other topics that may help your power users with their analyses. This training covers the more advanced uses of our software, including study group subsets, Diagnostic Cost Group (DCG) methodology, Outpatient Episode Group (OPEG) methodology, enhanced episode reporting, and enhanced summary measure reporting. Your Account Team works with you to set the agenda for the course so that we meet your reporting needs; additional costs may apply.</p> <p>Completion of the new user course is a prerequisite. This course generally is delivered as a hands-on, classroom training.</p>	1 day/power users
Refresher Training	We can provide refresher training as well as additional training to new system users who come on board after the initial training. Your Account Team will work with you to determine the best approach to meet your needs; additional costs may apply.	Multiple options
eLearning	Our interactive eLearning training modules are accessible 24-7 via an internet registration link available to our clients. These high-level courses actively lead users through scenario based, simulated hands-on application training, testing their progress and providing correct answers and feedback whenever it is needed via prompts. Our eLearning uses sound, industry-standard instructional design guidelines. Modules include “Teach Me,” “Let Me Try,” and “Skill Checks.” We include resource information as appropriate in each module.	Multiple options
Public Plan Sponsor Forum	Quarterly virtual meetings give clients an opportunity to share lessons learned and case studies in various program management areas.	1 hour/management

Course	Description	Duration/User Level
Public Plan Sponsor User Groups	Monthly meetings that allow users an opportunity to share lessons learned and case studies in successfully applying analytic tools. Helpful user tips also are presented that promote cross-training and improve user proficiency.	1-hour webinar/all users

Exhibit 13 - DSS Training Center Offerings

When on-site training is requested, our training team will work with NYSHIP to ensure the facility, equipment, and materials are ready for each training event.

Preparation includes validating connectivity for each training station, verifying IDs and passwords, updating current training materials, and notifying trainees of relevant location and times.

NYSHIP is responsible for identifying trainees for each session and forwarding logistical information about the training courses. Trainees are responsible for meeting commitments to attend training, arriving to sessions and returning from breaks on time, and completing the feedback requested at the end of training.

System Documentation

We have created detailed user and system documentation to help your clients gain maximum value from our systems. Users receive the Merative DSS documentation outlined in Exhibit 14 - Documentation.

Documentation	Description
Online User Guide	The guide provides documentation about all system capabilities. It is arranged in book fashion, complete with a Table of Contents and searchable index.
Field Definition Listing	We create the field definition listing after customizing the data model to meet unique client requirements. It documents each field in the Merative DSS and includes a wide range of information to support use of the system. It includes the field name, table where the field resides, size and type of the field, field definition, and a list of valid values (where appropriate).
Metadata Explorer	Metadata Explorer enables online viewing of descriptions of attributes, measures, and subsets available in the database. Users are not required to know which database table to select or how various data are linked, but if they want to know more, the metadata are always available online and their capabilities are easy to understand.

Exhibit 14 - Documentation

We offer both online and in-person training to all end users, with classroom training delivered during regular work hours and online classes that can be accessed 24-7 via eLearning courses. Other training delivery methods, such as web conferencing, also may be used, particularly for continuous learning programs.

Web-based and On-site classroom training uses hands-on sessions with practice exercises to reinforce concepts and functionality covered in the classroom. We provide training materials to each participant prior to the start of the classroom session, and this will be documented in the agreed-upon Knowledge Transfer and Training Plan.

eLearning training provides real-life scenarios and hands-on practice using a simulated training environment. Skill checks are included in the courses to measure understanding of the concepts and functionality taught in the course. Printable job aids also may be included. The eLearning training is generally short and is designed to serve as a prerequisite to the classroom session, to reinforce concepts learned in the classroom training sessions, or as refresher training.

Training Location

Your analytic support will conduct new user training via web-conference or at your location. The training room at a client location can be a conference room with a projector and users' laptops or a training room with dedicated PCs. The room must have a projector and internet connection for laptops or PCs set up to meet our hardware/software requirements. Also, whiteboards or flip charts are preferred but not required. Having three to four participants makes for better dialogue in class, but we will train up to 12 users in a single class if requested. Web-based training will be conducted via a web-conferencing using either Offeror's or Department's web-conferencing application. Where applicable, electronic materials necessary to support training will be emailed to trainees prior to training.

5.5.4. Accessibility Accommodations

5.5.4. The Offeror must describe the accessibility features of the proposed DSS to address all applicable Federal and State laws and regulations regarding accessibility standards for persons with disabilities and Appendix B, Standard Clauses for All Department Contracts requirements, at no additional cost to the Department.

Merative has reviewed the NYSOFT standards and have found them to be very similar to the requirements of Section 508 of the Rehabilitation Act. Merative is committed to supporting accessibility standards as defined by Section 508 and other standards, as applicable. We take this commitment very seriously and have implemented a number of steps to ensure continued and aggressive progress against these standards.

These steps include the following:

- Comprehensive analysis of current product portfolio to meet the standards set forth in Section 508
- Incorporation of Section 508 standards into all future development projects as appropriate
- Incorporation of Section 508 process checks within our product development processes, with a particular focus on new interface development

- Continued investment in a dedicated group of user experience professionals, who are responsible for interpretation of Section 508 requirements, the design of all user interfaces, and strategic inclusion of Section 508 components in our software
- Selection of third-party technology partners that also demonstrate a commitment to Section 508 compliance

At a high level, we have outlined below some of the ways that we accommodate accessibility by users with a disability in the applications that are currently available for Merative DSS software:

- Data are presented in tabular form, including row and column headings
- Charts of the data are optional and never the only means used to convey information
- There are no time-based multimedia capabilities within the applications
- There are no audio-only features within the applications
- Links are always underlined
- Foreground and background color combinations provide sufficient contrast when viewed by someone with color deficits

Finally, we are currently engaged in a multiyear re-architecture effort of the Merative DSS software. As part of this effort, we are including the process tenants outlined above, including the direct inclusion of additional Section 508 components. As part of this effort, we also are leveraging components of the Cognos Business Intelligence toolset as a mechanism to further support Section 508 requirements. In fact, Cognos' industry-leading position on accessibility was among the selection criteria we used to work with this partner. The Cognos accessibility statement can be found at <http://www.cognos.com/products/accessibility.html>

5.5.5. Technical Support Services

5.5.5. The Offeror must describe the proposed technical support services, online and telephonic, that will be available to Users during the Department's required timeframes for online support services (e.g., help screens, FAQs) and telephonic support services. The Offeror's response should include a description of its Help Desk operation. The Offeror must also state its agreement that all requests for assistance will be responded to within four (4) business hours of the initial request, at which time the caller will be provided with a proposed timeline for resolution of the identified issue.

Your analytic consultant will continue to be available to you during regular business hours to provide rapid assistance to users when they have a question or difficult query to design.

Online Support Services

In addition to comprehensive user documentation, our system contains an online help feature. This context-sensitive, online help is readily available in Health Insights through a direct link located within the Health Insights home page. Metadata describing the data elements are customizable (customizations are part of the implementation process). The online Help Topics are arranged in book fashion, complete with a Table of Contents, Search, and Glossary. The Help Topics provide information about all system

capabilities. You can access help by right-clicking the mouse for a specific item or by clicking Help on the toolbar.

You can view complete descriptions for dimensions, measures, and subsets available in the Health Insights database through the catalog feature. These detail descriptions are available online for fast investigation and verification of element definitions. You can use these online tools to access applicable product methodology, processes, step-by-step instructional help, and context-sensitive definitions within applications.

We also maintain user documentation, product bulletins, release notes, as well as a product knowledge database on our Product Support Portal accessible 24/7 for content repository and product articles. We continually maintain and expand the articles/content to provide you with the latest information, as well as up-to-date system information.

Customer Support Center

NYSHIP's users can contact Merative Product Support using a toll-free number (877-843-6796) or via email at productsupport@merative.com for additional product support. Product Support is dedicated to helping users answer questions and solve problems. In addition to answering customer questions, Product Support also manages and directs service requests to the appropriate support specialists, whether the requests are received via phone, email, or through our Web-based Product Support website. Customer incidents are reported and tracked on this website. In addition, we maintain an extensive knowledge base on this site.

Features	Benefits	Impact to NYSHIP
Support staff system knowledge	Many years of combined system knowledge, including an extensive knowledge management system containing answers to questions	Time to answer your questions is short – often within the same day. Confidence in the answers you receive to your questions on any topic (regardless of whether it is technical or methodology-based).
Availability of support staff	Product support staff is available 12 hours per day	Questions can be answered during all hours of your operations

Exhibit 15 - Customer Support Center

Merative Product Support department is located in Ann Arbor, Michigan. Our current hours of operation, excluding holidays, are 8:00 a.m. – 8:00 p.m. ET Monday – Friday. This exceeds the RFP requirement of providing telephone and online support services Monday – Friday 8:00 a.m. to 5:00 p.m. ET. Services include support for the access and use of any payer product within the healthcare organization. Services are available via phone, email, or web submission. Services are structured in a two-tiered system, where Tier 1 support handles most incoming calls, resolves system access issues, and directs customers (as needed) to other staff or to Tier 2 support. Tier 2 handles more complex or long-running issues that may have escalated from Tier 1.

As required by the RFP, we will respond to all requests for assistance within four business hours of the initial request and provide a proposed timeline for resolution of the identified issue unless the user assigns a low priority to the request. The proposed timeline will be subject to mutual agreement by NYSHIP and Merative.

Product Support Resources

We use a web-based customer incident tracking system designed to optimize workflow and effectively manage the service-level agreement (SLA). An incident is any question, concern, or request expressed by a Merative product user.

Product Support website. Our Product Support website, accessed by user ID and password, is available on the Internet to our customers. The website allows users to search, using the knowledge base, all information contained on the site, including solutions to previously reported customer problems of general interest. We continually maintain and expand the content to provide customers with the latest information on our products, as well as up-to-date system information for service center customers.

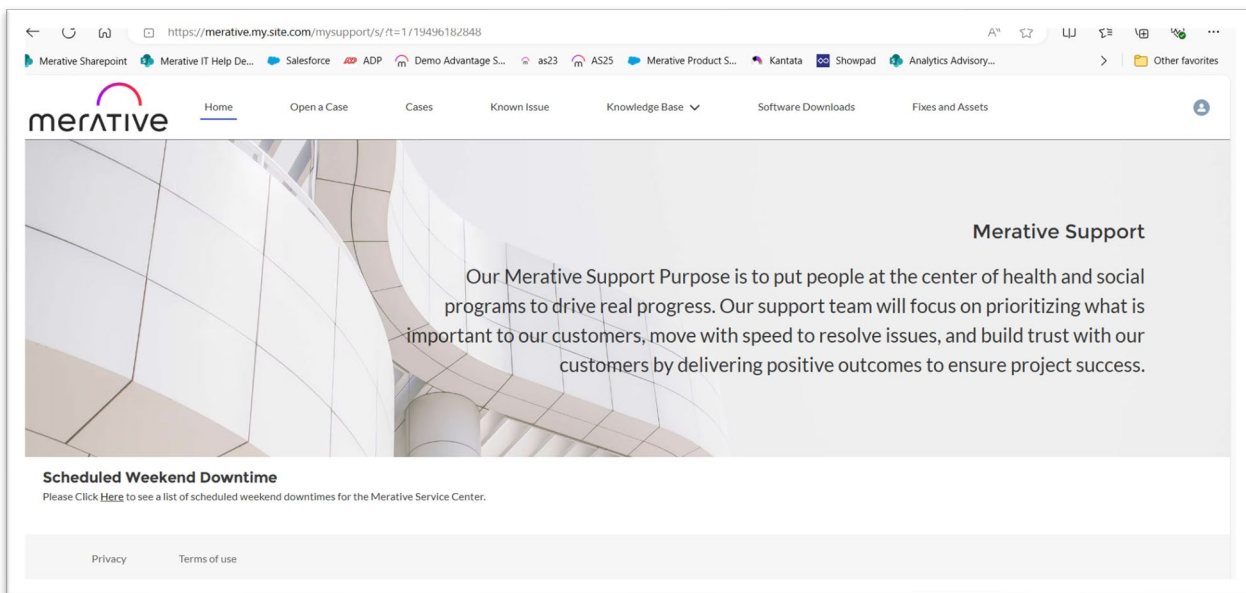


Exhibit 16 - Product Support Web Site

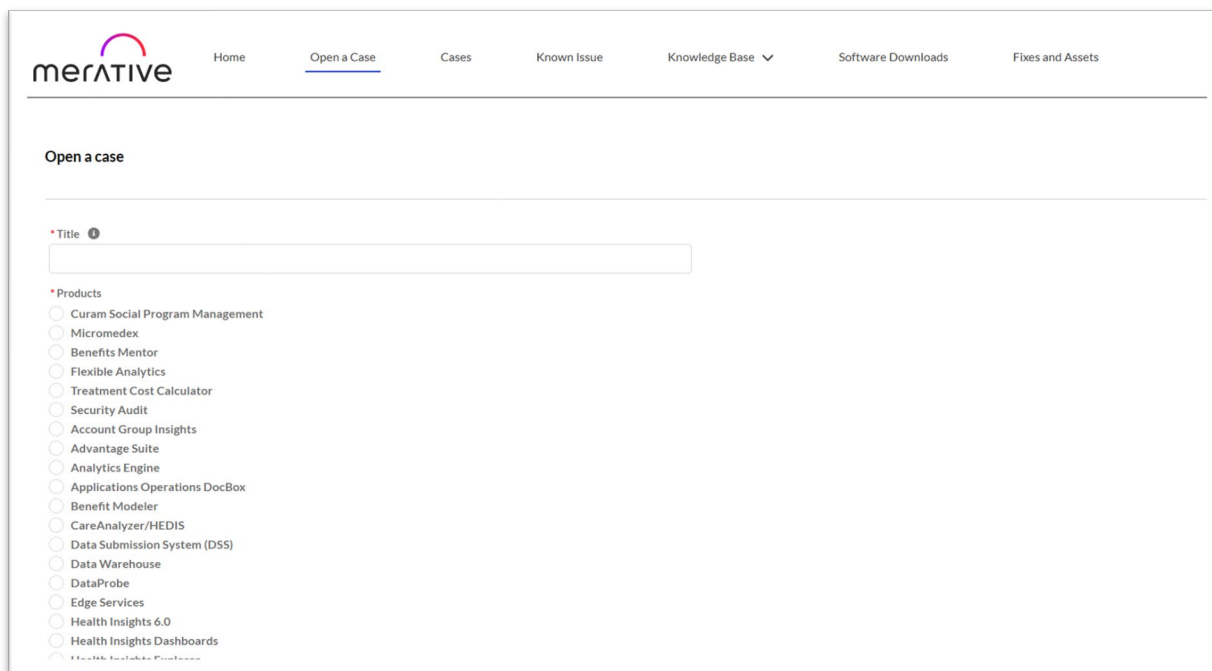


Exhibit 17 - Opening a Case

Customers who require assistance from Product Support typically “Open a Case” in the Product Support website. Once the request is entered, customers may monitor the status of the request and append the work notes with additional information. An additional benefit is that the Account Team monitors all support incidents reported by its customers.

Information Available on the Product Support Website

Merative also proactively provides important information to customers to ensure the productive use of our products and to eliminate any unnecessary problems. This information also is maintained as part of our searchable knowledge base content located on the site.

The following are the types of information to be found on the website:

- Release Notes are posted when a new product version or patch becomes available.
- Support Bulletins are released periodically to inform customers about important items that could affect their operation.
- Analytical Guides include recent topics such as “Disease Management,” “High Cost Patient,” and “Cost Driver Analysis.”
- Complete Product Documentation and Training Guides are downloadable from the Customer Portal.

After assigning a priority level to a request (placed either via our Product Support website, phone, or email), we then assign a response time to the request that corresponds to the priority level of the issue per our SLA. We use the following guidelines to determine response time based on the priority level of the issue:

- **Priority 1, Production Down:** 30-minute response time (with escalation to management after four business hours)
- **Priority 2, Business Critical:** 60-minute response time (with escalation to management after eight business hours)
- **Priority 3, Operational or Implementation Problem:** response time of one business day (with escalation to management at three business days)
- **Priority 4, General Request (request for information, product information, or a new product feature):** response time of two business days (with escalation to management at five business days)

If we cannot provide a resolution within a reasonable time frame, we follow an escalation procedure for allocating additional product support team resources and expertise as noted above. Please note that all time frames shown above may be affected if additional information or ongoing assistance from the client is required (see the client response impact described below).

Client Response Impact

As noted above, we base our response objectives and escalation points on the client providing any requested data and/or assistance as needed to continue working on the issue. If we encounter significant delays in receiving the feedback needed, we may re-evaluate the priority of the case and lower the priority of the issue or close the case. The following guidelines shown in Exhibit 18 - Client Response Times inform these determinations:

Priority	No Client Response From Time of Request
1	4 business hours
2	8 business hours
3	2 business days
4	3 business days

Exhibit 18 - Client Response Times

Client Recourse—Further Escalation Procedures

Our product support management closely monitors adherence to the SLA response objectives as described above via an automated escalation component of the case tracking system. However, clients not receiving satisfactory responses may contact the director of product support and/or their project manager.

5.5.6. Security Connectivity

5.5.6. The Offeror must state the Offeror's agreement to provide secure connectivity as an Internet-based service offering. Describe in detail the Offeror's proposed web-based product and detail if the Offeror has provided services for a customer similar in scope. The Offeror's response must state if the client's system has been in full production mode for twelve (12) months or more, with at least twenty-four (24) months of historical data.

Our standard approach for single-sign-on (SSO) includes a one-stop portal that we host, to which a user authenticates once and then can access their applications without needing to re-enter credentials. It includes multi-factor authentication for provisioned and managed users.

The current system has been in full production mode for over three decades, with clients loading a minimum of 3 years of eligibility and paid claims experience.

In a future release, federated single-sign-on will be available that will provide access to all components of Health Insights. Additional fees may apply.

5.5.7. Software Requirements

5.5.7. The Offeror must provide a description of software requirements, (e.g. compatible browsers)

Since Health Insights will be delivered Software-as-a-Service (SaaS), your users will only need a workstation capable of making a secure connection to the internet to access the solution. Health Insights can be accessed whether using a Windows or Mac OS-based operating system and it is compatible across many major current web browser versions including Chrome and Edge. To use some data export features from Health Insights, it is recommended that Excel or Adobe Acrobat be installed on users' workstations to ensure that results are properly rendered.

5.6 Analytical Capabilities

The Offeror must submit a document which provides the following information and describes, in detail, the analytic tools available to allow the Department and designated Users the ability to perform advanced analysis. Include in this description any proposed tools that are advanced or unique in application. Include details related to the ability to analyze data: on an individual and group basis; related to paid claims; related to disease state; related to in-network or non-network basis; and related to geographic location. Give specific examples of how the tools work and/or sample reports of how the view would appear to a User. The document must also address the following: Give specific examples of how the tools work and/or sample reports of how the view would appear to a User. The document must also address the following:

- 1. Characterizes the ease of use of the analytical tools and describe the typical learning curve for new users.*
- 2. Describes the DSS' ability to identify providers by various categories, (e.g. primary care, specialty, network/non-network, group/individual).*
- 3. Describes abilities to view data at the claim level, including claims that have been denied, reversed, or are duplicates.*
- 4. Describes the abilities or applications to export, manipulate and analyze large amounts of data using Python or similar tools*
- 5. Describes in detail how the DSS will allow a User the capability for future benefit modeling. Include in the description the proposed DSS' ability to evaluate changes in benefits such as a change to a copayments.*
- 6. Explains how the Offeror's proposed DSS will allow for the evaluation of cost containment programs.*
- 7. Details the Offeror's resources that will be offered to assist the Department in understanding Plan costs, including those associated with potential fraud and waste.*
- 8. Details the Offeror's resources to assist the Department in comparing non-pharmacy Empire Plan paid claims to rates used by the Centers for Medicare and Medicaid (CMS).*

NYSHIP users will have access to predefined dashboards highlighting key trends and insightful statistics. Users have the ability to customize the population to specific benefit groups, relationships, and other populations using NYSHIP selected eligibility fields. Reports and visualizations update immediately to reflect the selected "filters".

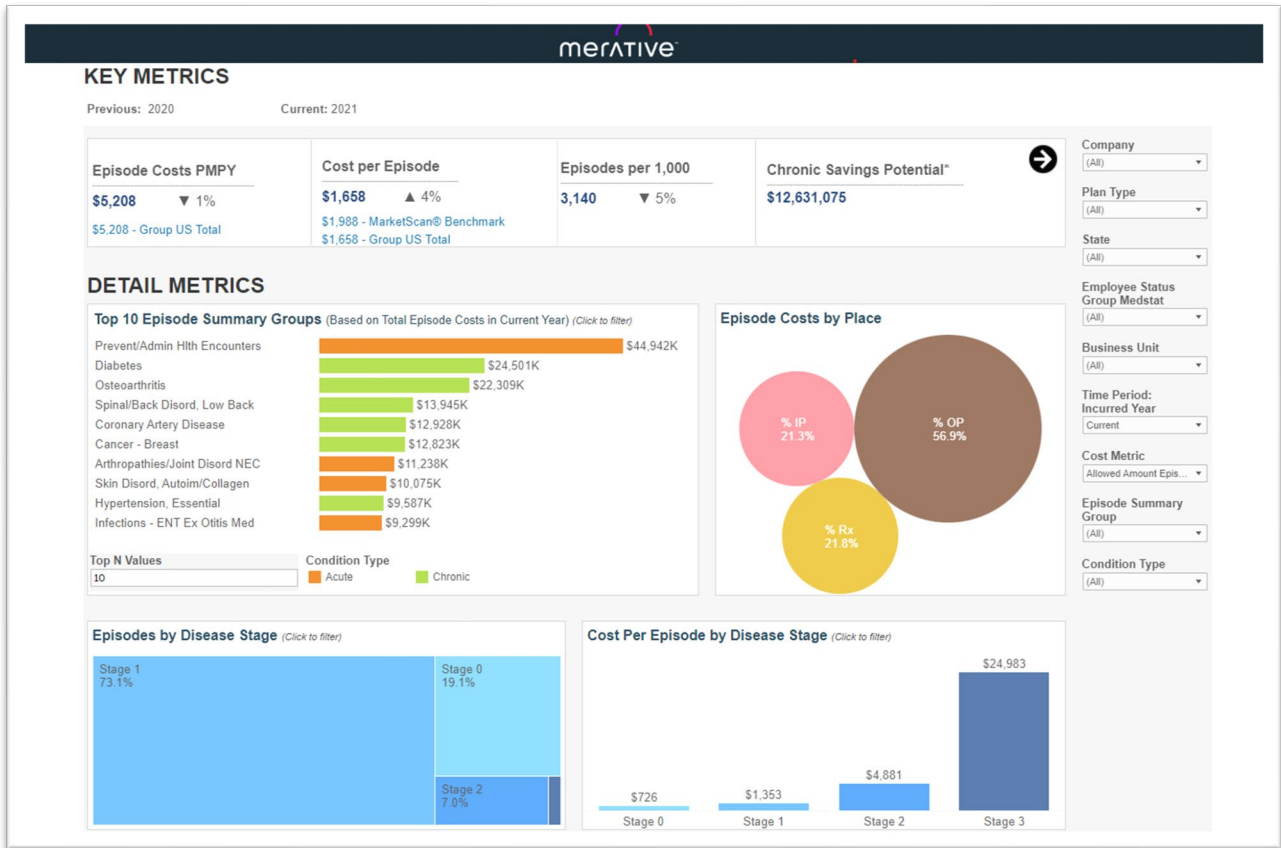


Exhibit 19 - Pre-Defined Metrics #1

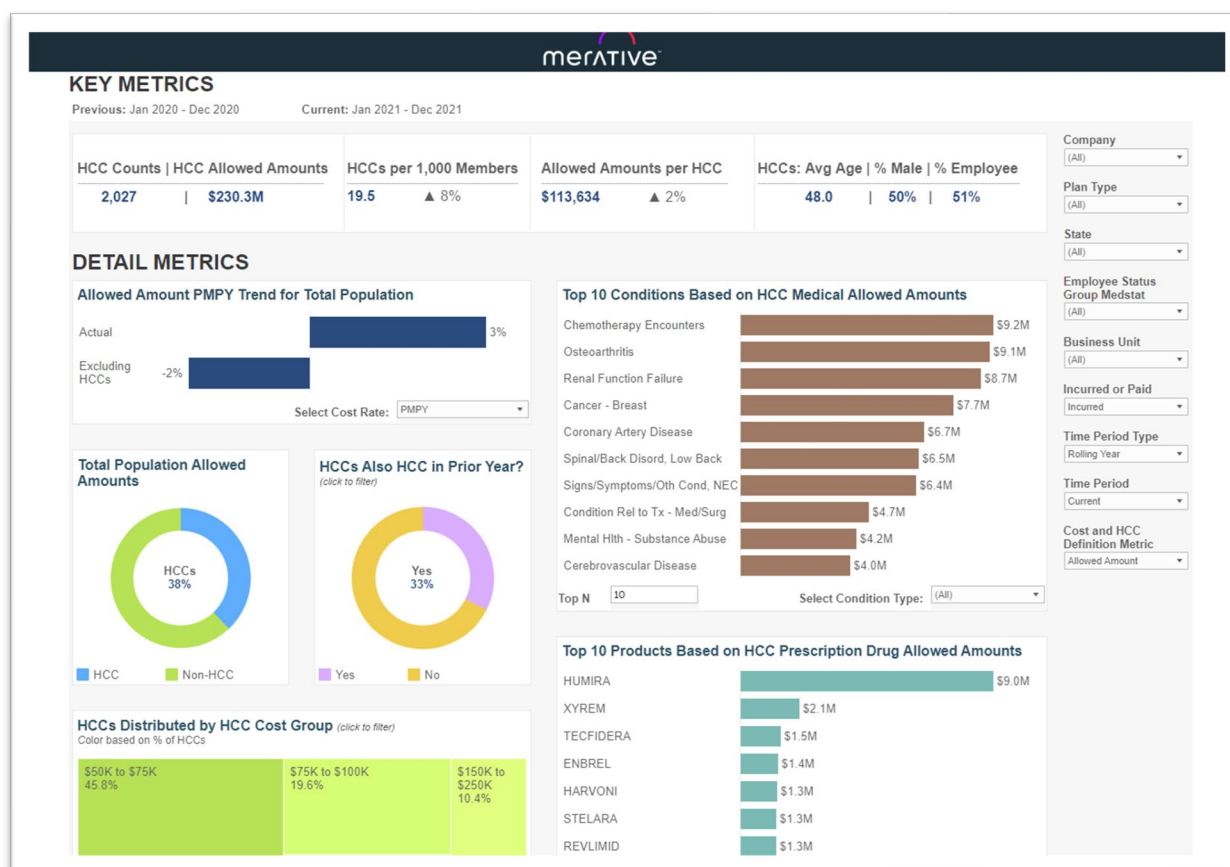


Exhibit 20 - Pre-Defined Metrics #2

When users need more information than the predefined dashboards, NYSHIP DSS users can create custom, on-the-fly queries and drill down to any level of detail in the NYSHIP DSS database, including detailed patient records, claim-level details, and provider-level details. The NYSHIP DSS allows users to start an analysis with a pre-defined report template - either a standard template or one that they or another NYSHIP user has created – or they can build their own report design to meet the specific needs of an analysis.

Users can add a wide variety of fields by simply selecting them from a catalog and placing them in the report area. Each field or measure contains a short description explaining how the field is calculating or what it represents. Users can easily select fields to identify whether a claim was paid as in or out of network as well as a field to identify whether a provider is identified by the carrier as in- or out-of-network. In addition, fields are categorized into easy to navigate folders to help the user ensure they select the appropriate field. For example, an eligibility folder includes the member's city, county, state, and zip code fields for when reports should be based upon the member's geographic information. There is also a separate folder containing provider level information including city, state, and zip code associated with the hospital or physician location. Users can add either type of geographic fields to a report for their reporting needs (or add both to identify members who may travel for their care).

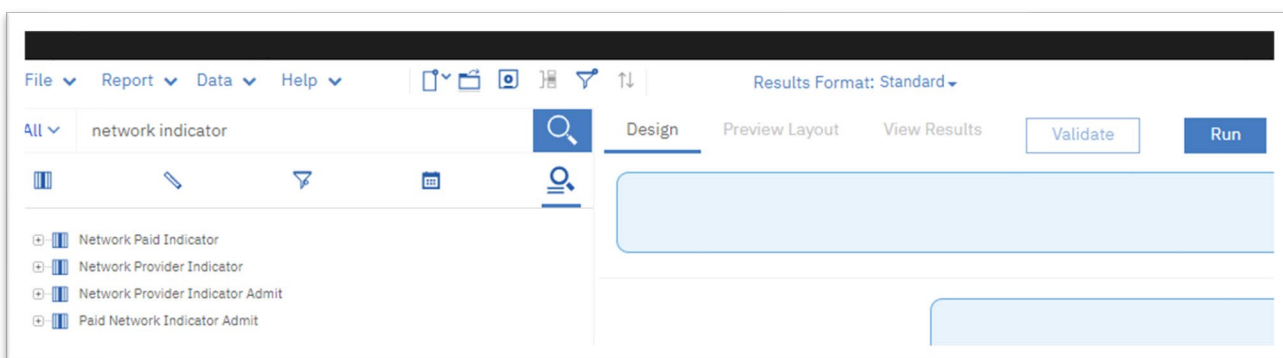


Exhibit 21 – Catalog of Measures

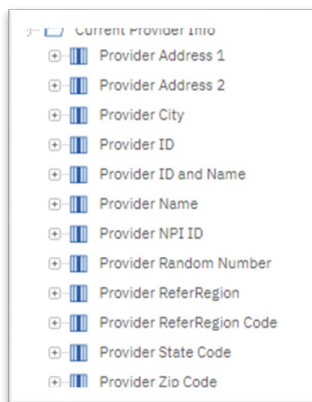


Exhibit 22 – Physician Location

Easy to navigate diagnosis fields exist to assist users in identifying specific conditions and diseases. Users can use roll-up fields to easily report on a condition such as diabetes, without needing to know all the diagnosis codes associated with the condition. The system also allows the selection of specific diagnosis codes when the user needs that level of specificity. Similar fields exist for procedure and prescription drug details to allow users to follow the treatment patterns for a specific disease. NYSHIP DSS users will be able to easily identify which drugs members with a specific condition take as well as report on the specific procedures or services they may have received from specific providers.

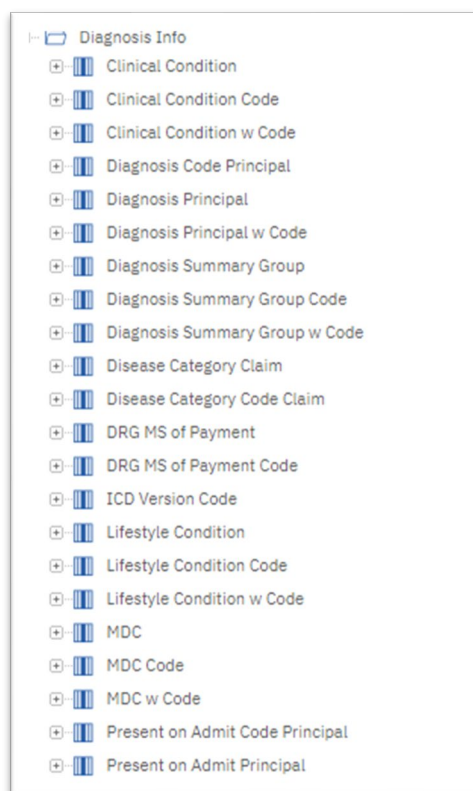


Exhibit 23 – Diagnosis Codes

We load each iteration of the claim record. Users can easily identify original, replacement, and void activity related to claims with the associated financials and date information. This level of detail allows the user to identify claims which may have been paid incorrectly or in an unexpected manner. Additionally, NYSHIP users can report on claims which were denied (and not paid at all) to help identify trends in services members may be interested in but not offered. The denied claims information could also be used to identify outlying providers who may be submitting a higher volume of denied claims.

NYSHIP users will also have access to Benefits Modeler which will allow them to easily estimate the potential impact of certain plan design changes. Users can easily estimate the impact that an increase in out of network deductible or a decrease in prescription drug co-payments could have to both the plan as well as the member. Benefit Modeler is populated using NYSHIP specific plan design benefits and NYSHIP specific claim details to ensure the estimates are directly related to the NYSHIP population. Users can create separate models based upon differing projection dates or different eligibility groups such as benefit programs.

Benefit Modeler

Scenarios

Sample Analysis

Select Customer

Scenario Information

Demographics

Claims

Plan Details

Assumptions

Reports

Description

Med Financial Structure

Benefit Limits

Rx Financial Structure

Discount Rates & Rebates

Admin Fees & Employee Contribs

Med Financial Structure

Inpatient Hospital

100%

\$0

Yes

Yes

Outpatient Hospital

100%

\$

Yes

Yes

Emergency Room

100%

\$70

Yes

Yes

Ambulatory Surgery

100%

\$60

Yes

Yes

Radiology

100%

\$40

Yes

Yes

ACA requires cost sharing values for ER Services to be the same for in-network, out-of-network and out-of-area.

Save Scenario

Discard Changes

Plan Copy

Checklist

Top of Page

Bottom of Page

Exhibit 24 - Benefit Modeler

Benefit Plan Reports		
Medical Plan Costs		
	Baseline Plan	\$5 Copay Increase All Non Rx Settings
Average Penetration Rate		
In Network	98.82%	98.82%
Preferred Network	0%	0%
Out of Network	1.18%	1.18%
Out of Area	-0%	-0%
Total	100%	100%
In Network		
Covered Charges after Discounts	\$8,288,985,598	\$8,282,450,207
Less Deductible	\$4,588,997	\$4,588,997
Less Coinsurance	\$433,592,486	\$376,196,207
Less Copayments	\$357,984,214	\$429,015,308
Less Charges Over Benefit Limits	\$0	\$0
Paid Claims	\$7,492,859,902	\$7,452,869,696
Administrative Fees	\$0	\$0
Total Medical Plan Claims and Fees	\$7,492,859,902	\$7,452,869,696
Alternative Plan Versus Base Plan		
Percentage Change		-0.5%
Dollar Change		-\$40,190,205

Exhibit 25 - Benefit Plan Reports #1

Benefit Plan Reports		
Medical Plan Costs		
	Baseline Plan	\$5 Copay Increase All Non Rx Settings
Average Penetration Rate		
In Network	98.82%	98.82%
Preferred Network	0%	0%
Out of Network	1.18%	1.18%
Out of Area	-0%	-0%
Total	100%	100%
In Network		
Covered Charges after Discounts	\$8,288,985,598	\$8,282,450,207
Less Deductible	\$4,568,997	\$4,568,997
Less Coinsurance	\$433,592,486	\$376,196,207
Less Copayments	\$357,984,214	\$429,015,308
Less Charges Over Benefit Limits	\$0	\$0
Paid Claims	\$7,492,859,902	\$7,452,869,696
Administrative Fees	\$0	\$0
Total Medical Plan Claims and Fees	\$7,492,859,902	\$7,452,869,696
Alternative Plan Versus Base Plan		
Percentage Change		-0.5%
Dollar Change		-\$40,190,205

Exhibit 26 - Benefit Plan Reports #2

5.6.1. Ease of Use

5.6.1. Characterize the ease of use of the analytical tools and describe the typical learning curve for new users.

The NYSHIP DSS makes complex analysis easy. NYSHIP DSS users familiar with the tool today, will continue to benefit from the DSS's user design and integration functionality. New capabilities proposed as part of this engagement are designed for users to easily understand and begin using.

Features	Benefits	Impact to NYSHIP
Merative DSS user focused design	Minimal training needed by new users to become self-sufficient	Learning curve is short for many features within Merative tools
Enhanced visual capabilities	Visualization and graphing is built into the tool	Shorter time to generate reports
Flexible, customized dashboard	Instant information on program performance and trends	Reduced effort to build reports, allowing NYSHIP to act on the data quickly

Exhibit 27 - Ease of Use

Flexible, customized dashboards provide instant information about overall program performance and key trends. NYSHIP DSS users currently have access to these dashboards through the customized NYSHIP portal. Users can customize the population of interest for these dashboards with little to no training required.

For more detail-oriented reports focusing on specific claim payments or segments of the NYSHIP population, users will receive formal training on how to create these reports. Typically, users will be able to generate basic reports during the first day of training with the goal that users are "experts" on the tool within six months.

5.6.2. Identify Providers by Categories

5.6.2. Describes the DSS' ability to identify providers by various categories, (e.g. primary care, specialty, network/non-network, group/individual).

NYSHIP DSS provides capabilities for analyzing provider treatment and billing behavior and comparing providers, on a case-mix-adjusted basis, by region, specialty, adherence to practice guidelines, performance compared with peers, and other criteria. The system also can look at patterns such as referral rates and other participation indicators. With our solution, users can report on multiple provider IDs (e.g., tax ID, NPI, DEA number, and customer-specific IDs) for each provider. This flexibility lets the user report either on an aggregate basis for a provider group, for each provider within the group, or both. This also enhances users' ability to perform detailed provider profiling.

NYSHIP DSS stores whatever provider identifiers come from the claims administrators, such as primary care provider (PCP) indicator. If the Data Provider codes its provider file with the provider's specialty, that data can be used to analyze by provider type. The solution also imputes the managing physician for episodes where several practitioners may be involved. To overcome the problem of poor provider identifying data, we developed a standard physician-matching algorithm that assigns a standardized physician ID and identifying demographics using our provider data reference library. We also capture the Provider Identifier (NPI), if provided.

NYSHIP DSS provides several provider-based fields for reporting, including provider ID, provider name, provider location, and provider type. Reporting on provider groups and individual providers depends on how the provider data are coded by the health plans. In addition, indicators are available at the claim level to identify if the provider participates in the plan's network, as well as, if the claim was paid per in-network or out-of-network benefit. Provider reporting can be complex based on the unique ways your Data Providers provide this information. It is a critical step in any implementation, and Merative is the only vendor that can say it is fully addressed and already defined in our proposed NYSHIP solution. We have already worked with, as part of the current system implementation, the Department to understand the reporting requirements for providers and with the Data Providers to understand the most appropriate way to address those business needs. This critical work is 100% leverageable to our proposed solution and we will continue to do so as providers and Data Providers are added.

5.6.3. Ability to View Data

5.6.3. Describes abilities to view data at the claim level, including claims that have been denied, reversed, or are duplicates.

NYSHIP users can create custom, on-the-fly queries and drill down to any level of detail in the NYSHIP DSS database, including detailed patient records, claim-level details, and provider-level details. We load each iteration of the claim record. Users can easily identify original, replacement, and void activity related to claims with the associated financials and date information. For denied claims, users can identify the specific services which were denied and the reason for denial. Additionally, the denied claims are loaded to a separate table and have separate financial fields from adjudicated claims, so they can be easily identified when needed for inclusion but remain separate from analytics such as reconciliations.

5.6.4. Ability to Export Data

5.6.4. Describes the abilities or applications to export, manipulate and analyze large amounts of data using Python or similar tools

Users can easily export reports to Excel (.xls) by simply selecting the Excel export button. As long as Excel is installed locally, our tool will automatically transfer the data from its own report viewer to Excel, where users will have the ability to format and print the exported report. Additionally, data can be exported as .csv format to easily be incorporated in external tools. Users can leverage the Python coding language (via a secure connection) to design and run reports directly out of the DSS using Data Science Connect and Python. Users can export their results directly to their computer (or a local network drive). Although any version of Python can be used, we highly recommend Anaconda Python for ease in setup.

5.6.5. Future Benefit Modeling

5.6.5. Describes in detail how the DSS will allow a User the capability for future benefit modeling. Include in the description the proposed DSS' ability to evaluate changes in benefits such as a change to a copayments.

Users can leverage Merative's Benefit Modeler tool to estimate the impact of a variety of plan design changes including changes to member cost share. Using NYSHIP's own claim activity, Benefit Modeler users can easily change copayments for specific types of services such as office visits, emergency room visits or prescription drug claims.

The system supports the modeling of alternatives for in- and out-of-network provisions, deductibles, out-of-pocket maximums, copayments, benefit limits, and coverage tier limitations. Benefit Modeler allows you to compare up to five benefit designs at once and uses your claims experience as a basis. All models use regional cost and utilization factors to adjust for changes in inflation and utilization. Within Benefit Modeler, users can customize inflation factors based on five different service categories. It incorporates actuarial utilization adjustment factors that reflect the anticipated changes in use that might occur because of benefit design changes. You can neutralize these factors if you so desire, allowing the model to produce relative costs reflecting just the change in benefit design. You can also adjust results to reflect different demographic or geographic profiles, allowing you to model the effects of population changes. Since Benefit Modeler is an actuarial-based tool, it does not re-adjudicate claims.

Employee Annual Out-of-Pocket Analysis		
	Baseline PPO	Alternative PPO
Medical OOP Cost Per Employee		
Deductible	\$157	\$228
Coinsurance	\$317	\$310
Copayments	\$187	\$222
Charges Over Benefit Limits	\$0	\$0
Total	\$661	\$760
Prescription Drug OOP Cost Per Employee		
Deductible	\$0	\$0
Copayments	\$220	\$378
Charges Over Benefit Limits	\$0	\$0
Total	\$220	\$378
Average Annual HRA Fund Payout PEY	N/A	N/A
Average Annual Combined HSA Fund PEY	N/A	N/A
(Ee Contribs are positive & Er Contribs are Negative)		
Employee Contributions	\$1,800	\$1,800
Total Annual Employee Out-of-Pocket Cost	\$2,681	\$2,938
Total Covered Charges	\$8,045	\$7,902
Employee Out-of-Pocket Percentage	33.3%	37.2%

Exhibit 28 - Employee Annual Out-of-Pocket Analysis

5.6.6. Evaluation of Cost Containment Programs

5.6.6. Explains how the Offeror's proposed DSS will allow for the evaluation of cost containment programs.

The NYSHIP DSS solution allows users, when claims data includes a utilization review or case management indicator or that a list of individual members covered by such programs is available to import into the system, to generate reports on the cost effectiveness of such programs.

Period-over-period trend reports can be used for before-and-after comparisons. In addition, normative benchmarks can help users analyze the effectiveness of cost containment programs. Also, standard NYSHIP DSS cost and use report templates can provide information on specific subsets of the population or for claims involving utilization review. Where necessary, ad hoc cost and use reports can be specifically created, or the standard report templates can be easily modified.

The Merative DSS data model integrates disparate types of detail and aggregate data, including inpatient, outpatient, drug claims, encounter records, episodes of care, provider and eligibility information, administrative fees, and employee premiums. Any number of reports then can be generated from NYSHIP's customized database, both standard, modifiable Merative trend reports and customized, ad hoc reports.

Our solution provides the following standard reports which can serve as report templates for utilization analysis:

- **Emergency Room Utilization Monthly Trend Report** displays the monthly trend in the emergency room visit rate, for the most recent 24 months. Visits per 1,000 ER is an annualized measure. Use this report to monitor the effectiveness of managing emergency room use.
- **Inpatient Utilization Benchmark Comparison Report** displays key acute inpatient utilization information compared with benchmark values for the most recent rolling year. Use this report to compare inpatient hospital utilization with the national norm.
- **Office Visit Change Analysis** displays the year-to-year change in the number of visits occurring in an office setting by provider type, for the most recent rolling year compared with the previous rolling year. Use this report to monitor changes in the number of office visits.
- **Office Visit Monthly Trend Report** displays the monthly trend in the number of visits in an office setting per 1,000 members for the most recent 24 months. Use this report to monitor office visits on a monthly basis.
- **Plan Utilization Analysis** displays key utilization indicators, by plan group within Plan Type for the most recent rolling year. Use this report to compare utilization by plan group.
- **Utilization Change Analysis** displays the year-to-year change in key utilization indicators for the most recent rolling year compared with the previous rolling year. Use this report to monitor changes in utilization.

For case management design and operational analyses, the Merative DSS allows users to identify high-risk individuals and populations at the patient level on the basis of the patient's current or anticipated illness burden or of the cost and diagnostic severity associated with specific clinical conditions. The Merative DSS allows users to create custom cohorts of members who are not participating in certain case management, disease management, or other types of programs. These cohorts are based upon user defined eligibility and claim criteria and can easily be adjusted to contain a similar age, gender, or risk profile of participants for a more meaningful comparison between participants and non-participants. These types of adjustments help to provide more value in calculating an ROI for a specific program.

In addition to population adjustments, users can adjust specific episodes of care. Merative has developed Risk-Adjusted Episodes, a risk adjustment methodology that combines information regarding the particular disease condition and stage of a patient, together with their overall illness burden as measured by DCGs. This feature allows you to compare episode management more fairly by considering the episode condition, the severity, and the patient's overall illness burden. Risk-Adjusted Episodes allow our customers to profile specialist physicians in a manner that is both fair and transparent.

Overall illness burden is determined via the DCG Relative Risk Scores. These are calculated for each individual based on age, sex, diagnosis, and prescription drug information. This methodology produces a

concurrent illness burden index as well as a prospective illness burden. These can be used by themselves or in conjunction with process of care, cost, or outcomes measure to stratify a population of individuals, flagging those patients most likely to require case management or disease management services. The creation of an overall opportunity or risk score is incorporated into standard reports.

We create adjustment factors that enable you to use the illness burden to adjust not only total cost per person (which is the default risk score behavior) but also utilization measures and specific types of cost, such as admits/1000, office visit rates, and Rx cost per member per month (PMPM). This allows for retroactive comparison of these statistics across populations (subpopulation to subpopulation or pre-/post-intervention comparisons) while accounting for the underlying illness burden of the population.

Stratification within disease condition is easily accomplished using the severity stratification criteria incorporated into our episode of care and admission grouping methodologies. These use the Disease Staging categorization system to segment individuals based on disease severity. As is the case with the overall illness burden, this can be used in conjunction with other measures of cost and outcomes to pinpoint high-risk individuals and to evaluate the effectiveness of case management efforts.

Disease management participants who are being managed by third party vendors can be flagged through a code provided in the eligibility data and stored in the database, if desired. If patient participation indicators are not available in the eligibility feeds, the NYSHIP DSS lets users load lists of disease management participants provided by NYSHIP's disease management vendors using the List Import function. These lists can be used to analyze claims experience and assess the effectiveness and return-on-investment (ROI) of particular disease or case management programs, as well as, the value-of-investment (VOI).

The Department can determine which diseases and which patients should be managed by a case management vendor and monitor their ongoing performance. Through retrospective and prospective calculations of ROI, you can independently anticipate and measure savings.

In addition to new patient targeting and program participation analysis reports, Merative can provide a variety of flexible, simple-to-use report views that enable users to interact with their disease and case management information in powerful new ways. Users have the capability to slice and dice the information by various data views or cohorts on the fly, as well as interactively drill down on specific measures.

5.6.7. Resources to Assist Understanding Plan Cost and Payment Integrity

5.6.7. Details the Offeror's resources that will be offered to assist the Department in understanding Plan costs, including those associated with potential fraud and waste.

The NYSHIP DSS provides quick and easy information on trends driving plan costs. Our dashboards have cost drivers built in, allowing users to know where to drill for detailed information. See Exhibit 29 - Trend Drivers Dashboard and Exhibit 30 - Service Categories.

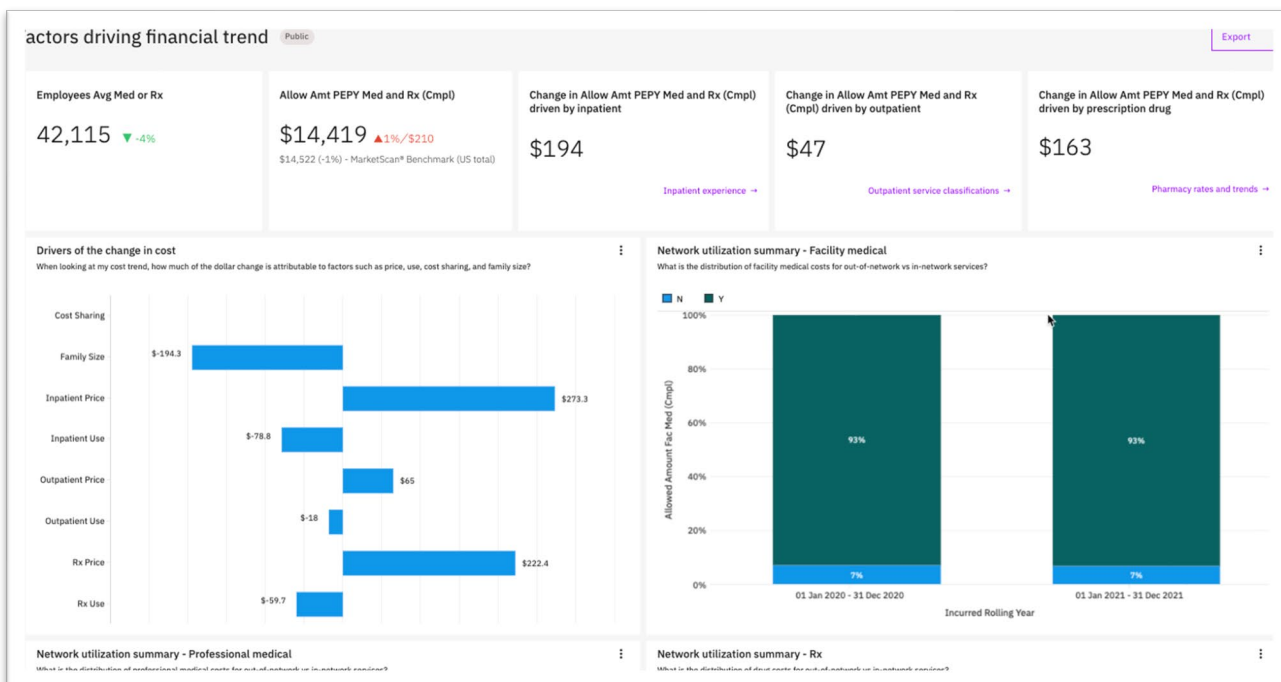


Exhibit 29 - Trend Drivers Dashboard



Exhibit 30 - Service Categories

In addition, you can identify overpayments as well as other payment concerns included in the broad categories of fraud, waste, and abuse (FWA), by leveraging the NYSHIP DSS.

We have worked with NYSHIP in many areas of FWA and you can continue to use the NYSHIP DSS to identify and monitor such topics as:

- Overpayments
- Duplicate payments (both across carriers and within single carriers)
- Incorrect member liability
- Upcoding
- Schedule II prescription shopping
- Ambulance rides with no corresponding medical services
- Facility DRG payment outlier rates
- Claims paid for members without eligibility
- Improper payments based upon place of service
- Physician outliers (both in terms of utilization and payments)
- Date of service variations
- Improper prescription drug services
- Excessive diagnostic testing
- Claims outside of eligible coverage

In addition, your Python programming resource has extensive background in Payment Integrity, Fraud, Waste and Abuse analytics. He can help the Department develop and execute algorithms in Python to identify areas of concern and provide those results in an easy-to-understand format that will allow your investigators to pursue recoveries.

5.6.8. Resources supporting Empire Plan paid claims to CMS Rates

5.6.8. Details the Offeror's resources to assist the Department in comparing non-pharmacy Empire Plan paid claims to rates used by the Centers for Medicare and Medicaid (CMS).

To enable the Department to compare non-pharmacy Empire Plan paid claims to rates used by the Centers for Medicare and Medicaid Services (CMS), in partnership with [REDACTED] Consulting, we will run medical Empire Plan paid claims through the [REDACTED] Medicare Repricing Analysis Tool (WMRAT) and load the repriced amounts to the NYSHIP DSS. The initial most recent three years of historical non-pharmacy claims history will be reprocessed with the repriced amount appended to the claims and loaded to the DSS.

Regarding facility claims: Inpatient Facility claims will be repriced using the Inpatient Prospective Payment System (IPPS) and/or the Inpatient Psychiatric Facility Prospective Payment System (IPF). This repricing occurs at the claim level and includes provider-specific amounts by Medicare Severity Diagnosis Related Group (MS-DRG). Reimbursement will be allocated to claim lines based on the line level billed amounts when available in the claims data.

Outpatient Facility Repricing is achieved using the Outpatient Prospective Payment System (OPPS) at the claim level. Claims are mapped to Ambulatory Payment Classifications (APCs) based on the procedure code and the associated status indicators as published in the CMS OPPS addendum.

Ambulatory Surgical Center (ASC) claims are repriced using the Medicare ASC payment system methodology. Claims occurring in a federally qualified health center (FQHC) are repriced using the Medicare FQHC Prospective Payment System logic.

Regarding Professional claims: Professional claims are repriced using the published resource-based relative value scale (RBRVS) Medicare fee schedules specific to the market. The fee schedules contain rates by CPT/HCPCS (procedure codes) and CPT modifier combinations. WMRAT reprices at the most detailed level possible (i.e., procedure code and modifier). If there is no match on modifier, the fee that matches the procedure code is applied.

Additional fee schedules that will be presented to the claims are:

- Clinical laboratory fee schedule (CLFS)
- Durable medical equipment, prosthetics, orthotics, and supplies (DMEPOS)
- Durable medical equipment parenteral and enteral nutrition (DMEPEN)
- Anesthesia
- Ambulance
- Part B Drugs

Note: The facility fee schedules are highly dependent upon the availability of CMS Certification Number (“CCN”) or the National Provider Identifier (“NPI”). If CCN is not readily available, [REDACTED] will attempt to map the NPI to the appropriate CCN. The NPI for IP and OP facility claims should be the facility NPI and not the rendering physician.

Merative will load the repriced non-pharmacy claims, with the appended WMRAT Medicare fee for service repricing fields appended to them, into the Health Insights database. These value-add fields will be available for reporting on facility claims and professional claims; and will be available for reporting in aggregates: Admissions and Episodes. Each quarter we will conduct an off-cycle NYSHIP DSS update to reprice the most recent three months of claims experience and load the repriced amounts into the DSS. This off-cycle update will occur outside of Normal Business hours, just as the regular monthly updates do.

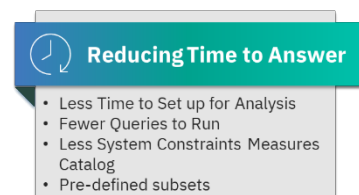
Exhibit 31 outlines the schedule of events necessary to complete this initiative.

Task Name	Duration
Merative establishes SFTP connection with [REDACTED]	10 days
Merative creates a 1-month test data extract file to send to [REDACTED]	15 days
Merative sends data via SFTP to [REDACTED]	1 day
[REDACTED] reprices 1 month test file	20 days
[REDACTED] SFTPs file to Merative with Value-Add fields appended	1 day
Merative reviews repriced file results.	15 days
Merative makes any required adjustments.	10 days
Merative creates production extract	10 days
Merative SFTP production extract to Wakely	1 day
[REDACTED] Reprices Production Data	20 days
[REDACTED] sends Production data to Merative	1 day
Merative rebuilds Health Insights with Medicare Repricing data and delivers to client	30 days (sync w/ monthly update)

Exhibit 31 – CMS Rates Process

5.7 Query and Reporting Capabilities

1. *The Offeror must provide a complete description of all query functions and capabilities of the proposed DSS, including how the proposed DSS will allow Users to select query parameters from a defined menu of choices as well as the option to allow a User to specify the fields and values to define the ad hoc query.*
2. *The Offeror must describe the DSS' capability for exporting/importing query results into standard Microsoft Office applications such as Access, Excel, and Word.*
3. *The Offeror must describe the benchmarking resources offered by the proposed DSS.*
4. *The Offeror must describe the report writer function included in the DSS.*
5. *The Offeror must provide the proposed DSS' average response times for pre-defined, standard reports.*
6. *The Offeror must describe the Offeror's proposed quality control procedures to be put in place to assure the accuracy and timeliness of reports.*
7. *The Offeror must summarize reports that it routinely provides to a client of similar size or which it would propose to provide under this contract.*



NYSHIP DSS has advanced query and reporting capabilities that significantly reduce 'time to answer'. "Time to answer" is the time that elapses from the point when a business question is asked to the point when there is an answer that can be trusted. Time to answer comprises all the steps from defining the first question in an analytic path through running the final query and formatting the output. The NYSHIP DSS

requires less time to set up the analysis, fewer queries to be run, and less time to work around system constraints than with other systems resulting in improved performance in time to answer.

The Measures Catalog is a key feature that reduces time to answer; pre-defined subsets are another. The measures and subsets reduce the need to run multiple reports and manually combine the results. In addition, the system eliminates the need for users to manually join data from multiple tables to do complex analysis.

5.7.1. Query Functions and Capabilities

5.7.1. The Offeror must provide a complete description of all query functions and capabilities of the proposed DSS, including how the proposed DSS will allow Users to select query parameters from a defined menu of choices as well as the option to allow a User to specify the fields and values to define the ad hoc query.

Merative DSS addresses the Departments query and reporting capabilities. NYSHIP DSS empowers your users to:

- Access all claims and enrollment files and attributes for which they have authorization based on NYSHIP-assigned user level

- Access these data in an analytically ready database that links medical, hospital, drug, behavioral health, and eligibility files to make the data ready to use resulting in a complete picture of the health and expenditures of the NYSHIP population and at an individual level when needed. This allows for a focused care management approval for the member and a more complete payment integrity view of the care being provided by a provider. Select query parameters (i.e., subsets) of data, from menus, for analysis based on dimensions of interest to NYSHIP, such as age, active/retiree, union/non-union, agency, etc.
- Select subsets from menus based on multiple, complex filtering criteria, such as providers who bill >\$X and members with >Y services.
- Sort records based on multiple criteria, allowing users to identify high-cost claimants who may be candidates for Care Management but not yet identified by the program administrator. In addition, our subsetting and filtering methodology will allow you to identify outliers who are billing more than average for a specific service within a set geographic area.
- Benchmark the performance of NYSHIP, or any group within the NYSHIP DSS, against the commercial health market of New York, against other public employee insurance programs, and against many other groups for comparison on a demographic or severity adjusted basis.
- Quickly identify the top providers performing specific services in or out of a select geographic area. In addition, this type of reporting will allow users to identify areas for quality improvement such as school districts with the lowest or highest flu vaccination rates.
- Create user-defined normative comparisons.
- Easily export data from Merative DSS to third party tools such as Python or Microsoft Excel, Word and Access.
- Easily create visualizations, reports and storyboards to be able to quickly communicate findings to a wide audience.
- Utilize copy and paste functions
- Store, share, and reuse report templates and subset queries
- Create ad hoc reports at will for special projects or needs
- Access a robust library of pre-defined reports, measures, and subsets, to jump-start analysis
- Customize the report library's descriptive reports, trend reports, benchmark comparisons, and reports that show the total cost of coverage (combining NYSHIP payment with employee cost-sharing and administrative fees) as well as reports that break out the component costs for further scrutiny.

Designing Queries and Reports

The proposed DSS operates much like the reporting tool that NYSHIP users leverage today. The interfaces are based on the industry leading Business Intelligence tools which rely upon a drag and drop query mechanism that is easily leveraged by both novice and power users alike. When designing an ad hoc query, users start with a blank template. They then choose the time period, metrics and descriptive fields they want to include, as well as, any subsets or filters they want to add to the report.

Once the query is created, users can then easily create visualizations based upon the output of their query directly within the tool rather than having to export their results into other visualization tools. This allows NYSHIP users to employ a “one-stop-shop” to define, modify, visualize and distribute their reports. Furthermore, in an effort to avoid rework and to leverage “best of breed” content, users have access to a report library wherein they can save, modify and re-use their content.

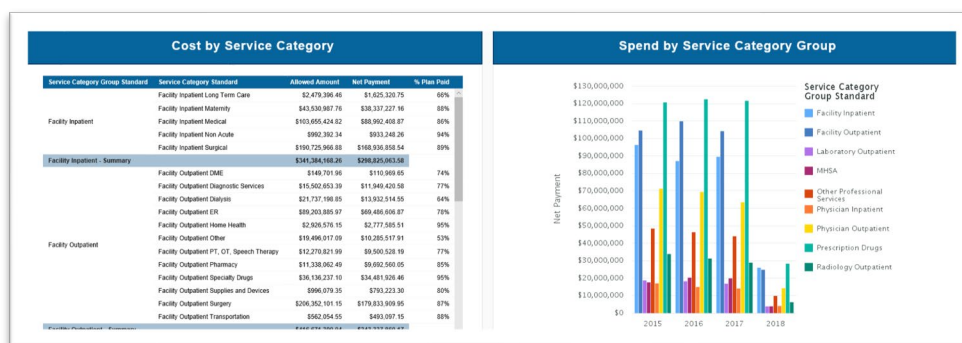


Exhibit 32 - Sample Report Output with Visualization

Users select report parameters and fields in the NYSHIP DSS on which they seek to report from the source tree. Users can choose to report on field codes or descriptions. For example, the Gender field contains the descriptive values Female and Male. The Gender Code attribute contains the code values F and M. To add to their report template, users can simply click on the value(s) they want to include on the report and use the mouse to draft it to the report template on the right.

Information in the source tree is organized by category in folders. This information is easy to search and place on a report template, enabling users to quickly and easily identify relevant cost and utilization metrics.

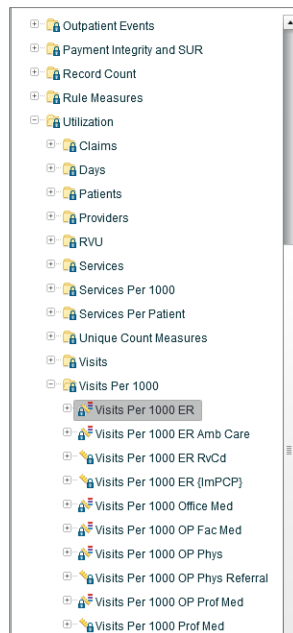


Exhibit 33 - Source Tree

Other key features of the DSS include:

- Sums, rates, and ratios capabilities that enable managers to monitor program performance through key performance indicators.
- Allows users to generate reports without having to understand the structure of the underlying database
- Enables users to interact with measures as objects that can be “dragged” and “dropped” into queries and reports
- Enables users to group together measures from different tables or subsets of the database
- Allows for measures with complex definitions to be pre-built in the tool
- Enables users to create visualizations of all types within the DSS that can be exported

The Measures Catalog

The Measures Catalog is the foundation of the healthcare reporting application and includes a robust library of cross-benefit program measures. By offering predefined measures presented in plain English, the Measures Catalog helps to ensure consistency of results, shortens the “time to answer,” and leverages staff resources.

In addition, we create measures for preventive services and screenings, as well as National Quality Foundation (NQF) evidence-based compliance measures using our proprietary Rules Engine. See Exhibit 34 for more information.

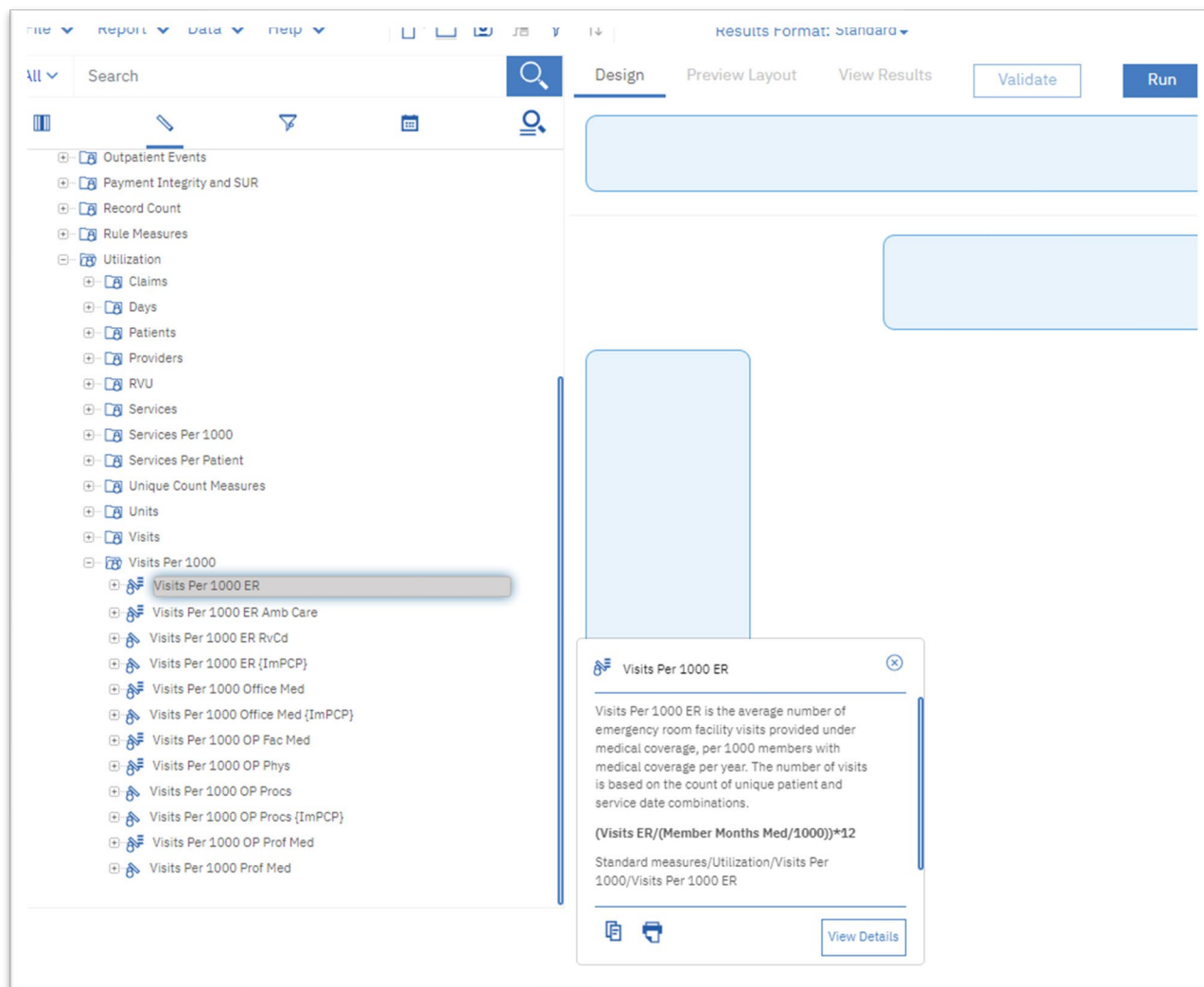


Exhibit 34 - Measures Catalog

5.7.2. Exporting/Importing Query Functions

5.7.2. The Offeror must describe the DSS' capability for exporting/importing query results into standard Microsoft Office applications such as Access, Excel, and Word.

Features	Benefits	Impact to NYSHIP
DSS Compatibility to Software	Merative DSS solutions are compatible to desktop software applications such as Microsoft Excel	NYSHIP staff gets maximum value from Merative applications when using their existing software programs
Export High Quality Graphics	Health Insights graphics are easy to export for your internal reports and presentations	NYSHIP has access to presentation quality charts and graphics from Merative tools

Exhibit 35 - Importing/Exporting Features

There are several methods available to NYSHIP DSS users that will allow them to export query and report results outside of the DSS. The following functions represent the ways in which data can be exported outside of the DSS.

- **Report Result Exports:** Users can easily export reports by simply selecting the appropriate export format from the Export dropdown. As long as an associated application (e.g., Excel, Adobe etc.) is installed locally, our tool will automatically transfer the data from its own report viewer to the application where users will have the ability to format and print the exported report.
- **Large Data Extract:** When you need to extract large data sets to feed other applications or data repositories, users can interactively run a report and export the results in Excel or Comma Separated Value (.csv) file formats. Using Health Insights Explorer, users can leverage our standard report functionality to extract up to 1,000,000 records without assistance. For reports greater than 1,000,000 rows, our operational and Account Team staff are available to assist upon request

Data Science Connect can be leveraged to pull large reports from the NYSHIP DSS and append them in automated way, should the size of the report exceed volumes listed above.

NYSHIP DSS users can also import lists or cohorts of data into report definitions. They can import lists or datasets directly into the subset editor (a comprehensive sub-setting and filtering function) to report on select cuts of their data for analysis. User-defined lists allow users to import lists that can be grouped into a cohort, which can then be used to track against any measure in the database, including cost, utilization, and quality measures. For example, the DSS can accept a list of IDs for members enrolled in a wellness program so users can track their historical utilization over time.

5.7.3. Benchmarking Resources

5.7.3. The Offeror must describe the benchmarking resources offered by the proposed DSS.

Features	Benefits	Impact to NYSHIP
Industry-Leading Benchmark Database	Utilization and financial benchmarks provide excellent guidance on plan performance	Multiple analytic projects are enhanced with benchmarks for comparison purposes
Industry-specific benchmarks	MarketScan benchmarks can be tailored to the State Government industry	NYSHIP can compare to multiple State Government benchmarks for an “apples-to-apples” comparison to peer organizations

Exhibit 36 - Benchmarking Resources Features

NYSHIP DSS provides users with the ability to easily incorporate benchmarks and norms into reports for comparative analysis. A broad selection of benchmarks is available in our normative libraries, including those developed from our MarketScan^(R) research databases, standards such as the American Academy of Pediatric guidelines for well child visits, and targets such as budget targets and the targeted rate from CDC and Healthy People 2030 guidelines. A number of “best practice” benchmarks designed to “set the bar” for performance comparison are included as well. Best practice benchmarks cover cost, utilization, and quality measures and incorporate both medical and drug claims data.

MarketScan Norms

MarketScan is the highest-quality source available for benchmarking the commercially insured population. It represents the pooled experience of our customers for privately insured populations as well as for Medicare-eligible individuals. The NYSHIP DSS extract from the MarketScan databases comprises the inpatient, outpatient, and prescription drug experience of more than 15 million covered lives across the U.S. for a single year. These longitudinal databases link medical/surgical and drug data with provider information and person-level enrollment, benefit plan design, and worker attendance data. MarketScan is widely recognized by public and private researchers for its comprehensiveness and high quality. These recognized, industry-standard databases guide the decisions required to remain competitive, improve quality, launch new products, and comply with the demands of regulators, consumers, and other healthcare agencies.

MarketScan norms are embedded into many standard Merative DSS reports and can be applied to ad hoc reports. We provide adjustment factors for the population-supported norms and give NYSHIP users the ability to adjust the benchmark to the age/gender distribution of your population. We update NYSHIP DSS MarketScan norms annually.

- Regional and industry-specific norms greatly improve the comparative power of the data.
- A range of geographic norms is available. Regional norms are broken down into sub-regional or divisional norms (e.g., North East can be divided into Middle Atlantic and New England). These

geographic benchmarks are created using the ZIP code of the patient and aggregated by U.S. Census Regions.

- State-specific norms are available with individual states being the smallest available regional norm.
- NYSHIP DSS currently includes benchmarks for the multiple industry groupings, including State and Local Governments (combined) and State Government (alone). A large number of private sector industries are also supported, including Transportation, Communications and Utilities; Durable Goods Manufacturing; Finance, Insurance, and Real Estate; Nondurable Goods Manufacturing; Service Industry; Universities; Retail; Automotive Supplier and Manufacturer; Healthcare; and Pharmaceutical; and Utilities. Industry benchmarks are created using the SIC codes for each customer whose data is included in the MarketScan databases.
- Other norms available include Work Group Classifications (e.g., Active, Early Retirees, and Hourly/Salaried).

The large number of health plans represented in the MarketScan database means the MarketScan norms are not unduly influenced by the experience of a single health plan. NYSHIP DSS users can benchmark against industries and geographic regions online. Our competitors usually provide these benchmarks offline.

Merative has more clients among state employee health benefit agencies than does any other decision support company. As a result, we are able to provide benchmarks that are specific to the public sector employee community. Many of our public plan sponsors contribute their data to MarketScan, from which the benchmarks are derived.

Benchmark Adjustments

When comparing your population to a benchmark population, it is important to make the comparison on an equitable basis. If one health plan has a relatively young and healthy population and another has an older, sicker population, it would not be analytically sound to compare them to the same benchmark. Merative DSS utilizes several adjustment methodologies to make benchmarks more directly comparable to the population you are analyzing:

- **Age-Sex Adjustment** methodology adjusts benchmarks to reflect the age-sex mix of the population you are analyzing. In general, per capita measures can be age-sex adjusted.
- **Episode-Severity Adjustment** methodology adjusts benchmarks to reflect complexity of illnesses being treated in the population you are analyzing. The Medical Episode Grouper (MEG) assigns a severity score to each patient episode, based on the Disease Staging Disease Progression model. This is important since not all patients with a given disease are equally sick. This approach profiles patients and providers more accurately and fairly and is especially important when comparing episode statistics for different providers.
- **Episode Severity and Risk Adjustment** methodology reflects the severity-mix of the episodes, as well as, their overall illness burden as defined by the member's DCG Relative Risk Score. Therefore, in addition to adjusting benchmarks to reflect the mix of episodes the benchmark is adjusted to reflect the overall impact that the patients' comorbidities have on selected episode-based measures.

- **Severity Adjustment** methodology adjusts benchmarks to reflect the complexity of admissions in the population you are analyzing. This is particularly important when comparing admission statistics between providers. Severity adjustment is done to calculate expected per admission statistics for the benchmark as if the benchmark had the same severity of admissions as the group being analyzed.
- **Geographic Adjustment** is available for price (cost per unit) and cost (cost per covered life or employee) for medical services (not drugs) measures. We use geographic factors obtained from the Centers for Medicare and Medicaid Services (CMS) in the adjustment methodology. CMS provides the source factors at the Metropolitan Statistical Area level, so we apply those factors to our benchmarks at the same level. We identify all the zip codes that map to an MSA and apply the same MSA-level factor to each zip code. Inpatient benchmarks are adjusted using the Geographic Adjustment Factors (GAF) from the CMS DRG Prospective Payment Methodology. We adjust professional service benchmarks using the Geographic Practice Cost Index (GPCI) from the Medicare Relative Value Unit (RVU) methodology. We include geographical adjustments in Merative DSS because healthcare cost patterns for a particular population may differ greatly from those reflected in benchmarks due in part to the specific geographic distribution of the groups being compared. When comparing the financial experience of two populations at a summary level, geographic price adjustment makes the comparison more analytically valid by accounting for cost differences that can be explained by the variation in medical pricing in the populations' geographic areas. (Note: we apply the adjustment based on the medical provider's, not the patient's, zip code.)

Value to NYSHIP

Our adjustment methodologies allow a fair comparison by building in the appropriate adjustment(s) of NYSHIP data to the normative population—for instance, NYSHIP comparison of actual Net Payment per Service in Nassau County with a State Government benchmark.

In this instance, the State Government benchmark would be adjusted first to match the age and gender mix of the Nassau County NYSHIP members, then it would be adjusted for the difference in overall medical costs between the nation as a whole (as reflected in MarketScan) and the cost for providers with Nassau County zip codes.

NYSHIP users can choose geographic price adjustment for each benchmark within the benchmark dialog screen. Adjustments are made to MarketScan benchmarks and not “dynamic” (user-defined) benchmarks.

In general, all non-drug cost or price rate measures can be geographically price adjusted, even if the measure is already age/sex or severity adjusted. This includes the following types of measures:

- Allowed Amount Per Acute Admission
- Allowed Amount Per Episode – Total *
- Allowed Amount Per Member Per Month - Outpatient Lab
- Net Payment Per Service - Outpatient Medical
- Net Payment Per Patient - Medical
- Net Payment Per Employee Per Year - Medical

- Net Pay Per Member Per Year - Med and Drug *
- Out of Pocket Per Employee Per Year - Medical and Drug *

* Note: only the medical component of “Medical and Drug” benchmarks are geographically price adjusted.

Dynamic Benchmarks

Users may also create their own norms called Dynamic Benchmarks. Dynamic benchmarks are based on a particular view of the customer’s data. The dynamic benchmarks provide the capacity to compare the performance of various segments of data (e.g., the members in one plan compared with member of all plans). This basic functionality can be accomplished by running the same report for various subsets of data and then comparing the results. However, by using a dynamic benchmark in Merative DSS, users can directly compare two data views on a single report. Dynamic benchmarks are updated each time you run the report to reflect the most current data in the database. Additionally, users can also choose to adjust the benchmark data to the appropriate case-mix of data represented on the report.

Custom Benchmarks (Optional)

Customers sometimes determine they would like to define a custom benchmark within a specific region, plan type or other combination of variables. If this is the case for the Department, your Account Team will work with you to identify the selection criteria, determine if there is sufficient data to support the desired norm, and create normative reports for you. Standard contract consulting rates would apply.

Merative will integrate our industry-leading MarketScan™ benchmark data into the NYSHIP solution. This gives you direct access to de-identified benchmark data that is bolstered by one of the world’s largest and most diverse collections of health-related data. MarketScan benchmark data represents an aggregate of 300 million patient lives and spans hundreds of different types of cost, claims, quality, and outcomes information with its existing data sets.

Hundreds of MarketScan norms cover inpatient care, outpatient care, and outpatient prescription drug use. Norms are available for a variety of clinical, financial, and utilization measures. Geographic-specific (US and State) and industry-specific (State and/or Local Government employee) commercial benchmarks are available also. Our geographic and industry-specific norms are more extensive and cover more areas of the country than do those of any of our competitors. The MarketScan norms serve as benchmarks against which you can compare your own experience and identify opportunities for improvement.

In addition to the core cost and use measures, we also supply benchmarks for disease prevalence, population health risk, employer productivity, and member-reported health risks and behaviors.

As an example of using benchmark data, one client was concerned about the behaviors associated with cardiac conditions and their impact on disability cases. We created our optional Health and Productivity Index (HPI) for the client. The HPI is a methodology that quantifies the relationship between each of 10 health risk factors and cost, based on published literature. Each HPI project generates detailed data tables and summary exhibits.

We integrated results from our MarketScan benchmark data alongside trends in the client’s own data, adjusted for each factor’s contribution to productivity loss. In this case, the client learned they did have

problems with some cardiac-related risk factors, but the biggest single driver of productivity risk was depression. The client shifted their strategic focus from high blood pressure and high cholesterol to depression.

Industry Benchmarks

Merative DSS currently includes benchmarks for industry groupings such as:

- Automotive and Vehicle
- Finance, Insurance, and Real Estate
- Healthcare
- Local Education
- Manufacturing, Non-Durable Goods
- Manufacturing, Durable Goods (Active Hourly Union, Active Salaried Non- Union)
- Pharmaceutical
- Retail
- Services
- State and Local Government
- State Government
- Transportation, Communication, and Utilities
- Universities
- Utilities
- Wholesale

Geographic Benchmarks

Geographic benchmarks also provide a focused comparison of your experience to external benchmarks. MarketScan's geographic benchmarks are more extensive and cover more areas of the U.S. than those of our competitors.

- The range of geographic benchmarks includes regional benchmarks for North Central, North East, South, and West. These regional benchmarks are further broken down into divisional benchmarks (e.g., North East can be divided into Middle Atlantic and New England).
- State-specific norms are available (although some specific measures are not available for all states if there is not statistically significant data available).

Best Practice Benchmarks

The NYSHIP DSS includes best practice benchmarks designed to compare the performance of top-performing MarketScan contributors. These best practice benchmarks address cost, utilization, and quality measures, and incorporate both medical and drug claims data.

We have derived best practice benchmarks based on the best performing 25th percentile of MarketScan's commercial clients. We calculate individual rates for each client, based on that client's fee-for-service (FFS) non-Medicare population. We normalize these rates to a standard population mix. We calculate the client value at the cutoff for the top quartile and select that as the best practice value. Examples of the best practice norms available include:

- Net Payment Per Day for Acute Inpatient Admissions
- Antibiotic scripts per Sinusitis episode
- ER visits per Depression episode

You can compile your own best practice norms and define comparative reference groups using dynamic benchmarks. For example, the reference population in a plan profile could be all plans or a group of "best practice" plans. The dynamic benchmark is recalculated every time the report is run, providing extensive peer group customization and resulting in more relevant and accurate comparisons.

Semi-Annual Norms Report

In addition to the normative data above, which is updated annually, we publish the MarketScan Semi-Annual Employer Norms Report twice yearly to supplement the MarketScan benchmarks in our solution. The semi-annual norms capture a wide spectrum of healthcare results that are unavailable to a single carrier. These benchmarks include detailed medical, pharmacy (with specialty drug detail), dental, health risk appraisals, health and productivity management, and medical condition-specific data. We organized the data into meaningful segments such as union/non-union, consumer-directed health plans (CDHP) vs. other plans, DCG risk buckets, employer size, and industry type. We aligned the data to match plan-specific and MarketScan Merative DSS benchmarks.

Both an Excel-based version of the norms and a PDF printer-friendly version are available. Norm results are segmented for:

- U.S. Total Medical and Pharmacy Norms
- Year over Year
- Quartiles
- Deciles
- Employer Size
- U.S. Total Service Category Group and Service Category Norms
- U.S. Total Age/Gender Norms

- U.S. Total Pharmacy Detail
- Results
- Quartiles
- Specialty Pharmacy
- Preventive Services
- Union / Non-Union
- High-Cost Claimants
- Clinical Conditions
- Lifestyle Conditions
- Dental
- Health and Productivity Management
- Health Risk Appraisal
- Geographic
- Industry Cuts
- Medical
- Pharmacy
- Age/Gender-specific utilization and cost

The current 2nd Quarter 2023 MarketScan Semi-Annual Employer Norms Report reflects claims and enrollment data for nearly 10 million members:

Status	Members	Employees	Companies
Active	8,333,370	3,906,541	294
Early Retiree	311,780	186,455	87
Medicare Retiree	641,289	449,830	37
Total	9,286,440	4,542,826	294

Exhibit 37 - MarketScan Semi-Annual Employer Norms Report

We routinely produce custom norms using MarketScan data to satisfy our clients' special analytic needs. This allows users to compare to a predefined comparison group. It also allows for the creation of norms for specific providers, procedures, or conditions. One potential practical application of this would be in reference-based pricing.

5.7.4. Report Writer Function

5.7.4. The Offeror must describe the report writer function included in the DSS.

Merative DSS's Health Insights Explorer allows users to start an analysis with a pre-defined report template - either a standard template or one that they or another NYSHIP user has created – or they can build their own report design to meet the specific needs of an analysis.

Pre-Defined Reports

The ad hoc reporting component of NYSHIP DSS provides applications geared to meet the needs of various levels of users. Regardless of the user's skill level, an analysis with one of the standard report templates is available in the NYSHIP DSS. The templates are especially helpful to those who are very knowledgeable but may not be highly analytic or technically proficient.

Any report template can be run as-is, or modified (e.g., change the time period of analysis, select subsets of the eligible population, including geography, specify the category of service, add/change measures) to suit your individual needs. A Record Listing function quickly and easily provides claim-line detail.

The report set provides a starting point for understanding healthcare trends and an analytic path for uncovering opportunities for intervention. The report set limits the time you have to spend in report definition by providing access to common reports that Merative has developed over the years based on feedback from our customers. As shown in Appendix H – Analytic Templates, analytic templates are organized into topical folders such as Utilization, Financial, Drug, Eligibility, Clinical, and Summary.

Ad Hoc Reporting

A user can create custom queries or modify existing report templates in order to drill down to any level of detail in the database. The ad hoc component of the NYSHIP DSS features a flexible point-and-click interface through which you can access detailed data to create virtually unlimited numbers of reports or queries – from expenditure or utilization trends to specific provider or patient activity. Analytic users derive value not only from the system's broad set of query and reporting capabilities, but especially from the advanced analytic methodologies and visualizations built into the interface.

The Report Writer consists of a report grid that users can easily manipulate through drag and drop functionality. The user simply specifies the report details by selecting items from the following four categories:

- **Dimensions** – these are text based data elements or values in the NYSHIP DSS such as demographic information or classification items (e.g., gender, ethnicity, zip code, region, age group, diagnosis code, procedure code, provider type, drug code, etc.)
- **Measures** – these are predefined or custom developed numeric calculations such as sums, rates or ratios. Merative DSS includes more than 3,000 predefined measures, including financial, eligibility, and clinical measures

- **Subsets** – standard predefined filters that users can select from for reporting. Subsets can also be created from scratch or combined with standard subsets to develop new used defined ones. For example, a report could be run against a particular provider specialty (e.g., surgeons) in one particular county or a user can define a cohort of members.
- **Time Period** – a time period or periods can be specified for the report. For example, the previous year might be compared to the current year, or you could produce reports each month of a specific year.

The user can also arrange the report grid as necessary. For example, the dimensions could be the rows and the measures could be the columns on the report. Alternatively, these could be switched.

Other Ad Hoc Capabilities

The Record Listing function enables users to see claim line detail in an extremely rapid manner. A record listing report is useful for investigating data at a detailed level. Record Listing allows access to database information on a record-by-record basis. The report output contains one row for each “record” included on the report. Although the list is atomic-level detail, the user still has the option to sort, summarize, sample from, and organize the data in various ways. The user may select dimensions and display either the code (valid value), English description for the code, or both code and description on any record listing.

NYSHIP DSS capabilities include cut and paste functions and the ability to store and reuse report templates. Results from one report can be copied and pasted into another report template or into a subset definition. This reduces the likelihood of typographical errors when entering information.

Users can save report templates and determine if they want the templates to be shared with others. Users can organize their report templates and report output into folders, like those used in Windows Explorer to easily retrieve, reuse and/or share with others. In addition, a user may set-up an agent that runs a report, or set of reports, on a regular basis.

As a provider of proprietary Commercial Off-the-Shelf (COTS) software systems, we have created detailed user and system documentation to help our clients gain maximum value from our solutions. Since the NYSHIP DSS interface is modeled on a windows-based interface, you can have multiple sessions, enabling multi-tasking and multiple-window capability, including split screens. Users can access the help function, user guides, and data definitions from within the application.

When creating reports in the NYSHIP DSS, you can add notes to report definition files when you save them. These notes are associated with the report definition, not the report output. You can also identify complex data relationships by opening the Metadata Viewer with a quick right-click of the mouse, which shows you the complete definition of each measure.

Documentation	Description
Online User Guide	Provides documentation about all system capabilities. The guide is arranged in book fashion, complete with a Table of Contents and searchable index.

Documentation	Description
Field Definition Listing	Documents each field in Merative DSS and provides a wide range of information to support use of the system. It includes the field name, table where the field resides, size and type of the field, field definition, and a list of valid values (where appropriate). We create the field definition listing after customizing the data model to meet your unique requirements.
Metadata Explorer	Enables online viewing of descriptions of attributes, measures, and subsets available in the database. You are not required to know which database table to select or how various data are linked, but if you want to know more, the metadata is always available online and its capabilities are easy to understand.

Exhibit 38 - Reporting User Resources

NYSHIP DSS offers multiple options to access data dictionaries when you need the information. To support planning for report design, your Account Team will provide a searchable data dictionary that contains the fields in the database. To investigate fields available while using NYSHIP DSS, you can use the metadata explorer to understand measure calculations. While preparing or designing reports, the system enables each field to display all possible field values.

5.7.5. Ad Hoc Report Response Times

5.7.5. The Offeror must provide the proposed DSS' average response times for pre-defined, standard reports.

NYSHIP DSS system performance should be considered in two ways: time to answer and report response time.

“Time to answer” is the time that elapses from the point when a business question is asked to the point when there is an answer that can be trusted. Time to answer comprises all the steps from defining the first question in an analytic path through running the final query and formatting the output. NYSHIP DSS has superior performance in time to answer. NYSHIP DSS requires less time to set up the analysis, fewer queries to be run, and less time to work around system constraints, than does any other system. The Measures Catalog is a key feature that reduces time to answer; pre-defined subsets are another. The measures and subsets reduce the need to run multiple reports and manually combine the results. In addition, the system eliminates the need for users to manually join data from multiple tables to do complex analysis.

The general experience for customers accessing small or moderate sized databases – databases having fewer than 70 million medical and prescription drug claim lines – have median report times of two to ten minutes and that 85-95% of all reports finish in under an hour. Customers accessing databases with more than 70 million detail claim lines generally have median report times of 5-20 minutes and 75-90% of all reports finish in under an hour. Reports that run longer than an hour are characterized as:

- Using multiple clinical subsets and unique counts of patients

- Producing hundreds of pages of output
- Being unnecessarily complicated (often remedied by user training on best practices)

Although measuring report response time is a valuable metric, it is also important to emphasize that the ultimate metric is the time it takes to come to an answer—the time to plan and execute an analysis to the point of being able to make a decision. Because NYSHIP DSS provides sophisticated measures and analytical features, and because it is easy to design and run a multi-faceted report, a single report may answer questions that would require multiple reports using other tools.

5.7.6. Quality Control

5.7.6. The Offeror must describe the Offeror's proposed quality control procedures to be put in place to assure the accuracy and timeliness of reports.

Merative has strenuous processes in place to assure that the reports you generate from NYSHIP DSS are accurate. Report quality is a function of the following factors:

- The quality of the source data from the Data Providers. A description of our source data testing process is provided in Section 5 - 5.4 Data Management.
- The quality of the data build process. A description of this process is provided in Section 5 - 5.3 Implementation Plan.
- The quality of the software development effort.

Your project management Team will closely monitor the quality of your report output and rapidly intercede if an error in any of these processes occurs and NYSHIP is impacted. They will also work with your analysts to identify and communicate business rules to users to help ensure consistency and accuracy across user report definitions.

Data Quality Assurance

As part of our quality assurance testing, we conduct data quality tests and run data reconciliation reports which look at each Data Provider, showing the edit results and recommended areas for improvement. These reports explain data quality or other nuances, including full analytic and reporting implications for each data source and Data Provider. We will continue to work with NYSHIP to pursue resolution of data quality problems. At the Department's direction, our team may take the lead role in interaction with Data Providers. In every instance, we will inform you of all interactions, meeting results, and correspondence to ensure that all parties are informed of actions to be taken regarding the coding and submission of data.

Data Investigator

We use a utility within TREX called Data Investigator to evaluate the data against expected results during new data feed implementations. The evaluation consists of field-by-field testing of each type of data to determine the presence and completeness of coding for fields needed to meet the Department's requirements. We will conduct testing on the raw data from each Data Provider, describing any data

limitations or data quality issues that might constrain the analytic value of the resulting database. We will recommend an approach that meets the Department's long-term and short-term objectives. The typical approach is to use what is available today and work with the Data Providers to improve the coding over time. Data issues encountered during the process described above that typically result in the rejection of the data file include:

- Submitted file does not match the layout specified for the data (wrong file sent).
- Record counts or other control totals do not balance to the control documentation provided for the data file.
- Timeframe represented by the data file does not match the expected timeframe for the data or that described by the supplier via labels or control documentation.
- Submitted data file duplicates a file submitted previously (based on timeframe or control totals).
- Submitted data file does not conform to our data submission media requirements (including lack of control documentation, proper labels, or invalid media types).
- Invalid data values for key data elements, as determined by Merative and the Department, exceed the agreed upon threshold for errors.

Many of these problems are found automatically during the data submission process. Our web-based tool, the Data Submission System, gives Data Providers the ability to perform many of these checks before transmitting the data file to Merative. Data submitted to Merative through other means (e.g., secure FTP) are run through the same validation process when we receive the data. In the event that any of the errors described above occur, we will contact the Data Provider at once and work with them to resolve the problem. We will also inform the Department and keep you apprised of the situation.

5.7.7. Reporting

5.7.7. The Offeror must summarize reports that it routinely provides to a client of similar size or which it would propose to provide under this contract.

Our proposed solution includes standard and custom executive level dashboards with visualizations and drill down capabilities, and an ad hoc reporting tool. With the current version of the DSS we include predefined report templates that can be run within the solution. Once your user interface is upgraded, the dashboards are the standard reports with capabilities for drill-down into the ad hoc tool, and with the capability to open directly into ad hoc reporting for modification.

The tools enable query capabilities, online analytical processing, and scenario planning tools. We designed the software to be both powerful and flexible enough to meet the varying reporting and interface requirements for each level of user.

The system is designed to provide up/down data views through different reporting approaches:

- **Dashboards:** Designed as aggregated reports displayed in an interactive graphical format. These reports provide users with the big-picture reporting option, addressing executive questions relative to organizational performance, and are a standard component of the DSS solution. These reports (Trend Rates, Cost and Utilization, etc.,) let users review a large amount of information in a single glance. Aggregated reports that can be accessed by all users or a defined group such as Level 2 users. The

data populating the reports can be constrained based on a security profile that you pass through to the application.

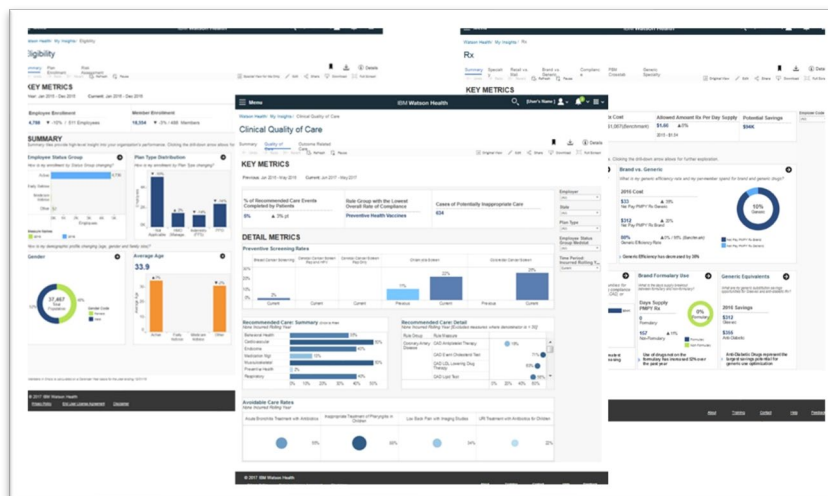


Exhibit 39 - Health Insights Dashboards

- **Ad Hoc Report Writer** provides ad hoc reporting and patient-level analyses. The DSS solution's analytic applications, designed specifically for cross-program management, can be run against the entire DSS or any user-defined subset. This capability lets users easily zoom up or drill down into the DSS by pointing and clicking. Along with the availability of claim line-item detail, this capability gives users virtually unlimited views of their healthcare experience. Users are equipped to improve program performance through more effective, timely decision-making. Ad Hoc Reporting supports multiple security levels, such as Level 1 users who have access to PHI.

5.8 Consulting Support Services

The Offeror must submit a statement agreeing to provide a minimum of 800 hours of Consulting Support Services during the term of Contract, at no additional cost to the Department, and describe in detail the types of Consulting Support Services the Offeror proposes to provide during the term of the Contract to be included in Consulting Support Services. Examples of types of Consulting Support Services required by the Department can be found in Section 3.7 of this RFP.

We have more than 40 years of experience helping hundreds of clients with analytic questions around healthcare. Trend analyses, assessing the impact of high-cost claimants, and measuring the return on investment (ROI) of many types of program and benefit changes are just a few such analytics. We can assess benefits such as nurse-on-call services, smoking cessation programs, on-site clinics, disease management services, high-deductible plans, drug formulary changes, best-practice hospitals, accountable care arrangements, and other forms of risk-sharing, carve-outs, and thousands of benefit plan adjustments.

We will provide the Department with 800 hours of consulting support services for data management projects or analytic services which exceed your 30 hours per week of analytic time. Python examples of consulting services we provide to clients include:

- Data Management Consulting:
 - Changes to the existing NYSHIP DSS to support new initiatives, exclusive of the adding a new Data Provider. Changes include adding a new field, adding a new security view, changing the methodology used to populate an existing field, or adding a new data feed or data type for an existing Data Provider.
 - Addressing data quality issues where the root cause is external. This could include working with data providers on identifying the issue, developing a solution, receiving replacement files, updating conversion logic and/or dropping and replacing data in the DSS.
- Analytic Consulting:
 - Developed a set of custom reports to analyze the impact of a change in payment methods for out of network services.
 - Developed a custom dashboard to help track cost and prevalence of COVID-19 within the Empire Plan population. The dashboard has been expanded since the start of the pandemic to capture testing information, the impact on the shift to telemedicine services, and the impact on delays in recommended screenings.
 - Prepared several healthcare financial analyses, including underwriting for cost projections, plan migration, and benefit models, as well as reporting solutions for both active and retiree populations.
 - Developed a monthly financial tracking and projection tool to help a client understand the impact of integrating data into their financial workflows. Specifically, Merative has created a “Transparency Report” as a result of legislation which can be updated throughout the year. This

analysis provides monthly expenditures of each of the 800+ agencies broken out by program and network status. The analysis was created to also show each agency's enrollment and premium contribution. The analysis helps NYSHIP quickly deliver actionable reports to any agency who requests such report (as allowed by law).

- Advised a client on the actuarial processes supporting the development of their internal accrual rates. This client charges back healthcare expenses to its business units using this accrual rate method; we were asked to confirm the appropriateness of the method they developed. We provided initial consultation and suggestions for no charge, and the client subsequently requested more in-depth consultation, which we provided on a fee basis.
- Leveraged our Benefit Modeler tool to evaluate the impact of plan design changes, using a combination of actuarial modeling assumptions and the client's own historical claims experience. Specifically, we have created custom reports utilizing both Benefit Modeler and Health Insights to project cost impact on multiple plan design changes such as office and emergency room copayment changes as well as changes to out of network deductible/coinsurance.
- Developed a series of reports to help measure the potential impact and identify opportunities for shifting services to lower cost (both to NYSHIP and the member) places of service.
- Identify providers and facilities charging higher amounts for specific services than their peers for potential investigation.
- Measured the impact of federal healthcare reform on future plan costs, such as: broader coverage of preventive care services and changes in population definitions for recommended screenings.

We have experienced staff with special subject matter expertise in the field of public plan sponsor and employer-sponsored service programs in addition to health plan management.

Our expert team includes:

- Experienced consultants, with more than 40 years of combined experience helping public plan sponsors, employers, and government agencies use data to make informed decisions that improve quality/outcomes and reduce cost
- Experienced technology executives
- Statisticians, clinicians, and healthcare researchers

5.9 DSS Operational Requirements

1. *The Offeror must submit a statement confirming the Offeror's agreement to the Department's required hours of availability, including notification of scheduled service interruptions as required by the Department, i.e. minimum forty-eight (48) hour prior notification, and avoidance of scheduling maintenance and/or system upgrades during Normal Business Hours. This statement must explain how availability is calculated, whether it includes or excludes planned outages in the calculation and must include details as to how many times the DSS service been unavailable greater than 1% of the agreed upon hours of operation in the last three (3) years for clients similar in size and receiving similar services. Availability for purposes of this paragraph means that a User is able to access and query data in the system.*
2. *The Offeror must submit a statement agreeing to provide both physical and technical security for the Project in agreement with the policies, terms and conditions stated in this RFP and Appendices, including Appendix C, Information Security Requirements. This statement must describe in detail the protections, procedures, policies, and remedies in place to prevent the DSS data or NYSHIP activity from being disclosed to, or accessed by, any unauthorized individual, entity or organization. The Offeror must provide detail of safeguards to be used for the protection of NYSHIP data and activities from disclosure to such individuals, entities or organizations. Such protections should include, but not be limited to*
 - a. *Identification and description of:*
 - i. *Technical Firewalls (a system designed to prevent unauthorized access to or from a private network based upon a set of rules and other criteria. Firewalls can be implemented in either hardware or software, or a combination of both);*
 - ii. *Physical security; and*
 - iii. *Any other protections provided.*
 - b. *Identification and description of corporate policies and practices, including:*
 - i. *Employee privacy awareness and ethics training;*
 - ii. *Policies and procedures for reporting inappropriate inquiries by unauthorized individuals, entities or organizations; and*
 - iii. *Application of access restrictions, permission revocations and/or other disciplinary actions, including financial penalties, that may be imposed on an individual or individuals found to be inappropriately accessing client data or gaining knowledge of client activities.*
 - c. *Identification of actions designed to mitigate possible harm to the Department, NYSHIP Contractors, and/or enrollees should unauthorized disclosure of DSS data and/or NYSHIP activities occur.*
3. *The Offeror must describe in detail the procedures and safeguards the Offeror will implement following the conclusion of the Project Services or termination/expiration of the Contract, whichever is later, to render DSS data unrecoverable and prevent accidental and/or unauthorized access to such data.*
4. *The Offeror must describe the capabilities of the system for pre-scheduling reports. In responding to this requirement, the Offeror must include any limitations as to when reports may be scheduled and if reports may be scheduled to run overnight.*
5. *The Offeror must clearly state the Offeror's agreement to offer the Project Services in such a manner that the Department has no responsibility for the operation, maintenance and related upgrades of the DSS, (e.g. the decision support system software, technical infrastructure and associated processes and procedures).*
6. *The Offeror must describe the proposed process for monitoring Project Services and notifying the Department of service interruptions. Include the proposed frequency of notification (initial and updates), and items that will be reported in the notification, (e.g., the reason for the interruption and estimated timeframe for restoration of services).*
7. *The Offeror must detail the proposed process to restore Project Services and describe the proposed steps to be taken to evaluate and remediate the causes of system outages.*
8. *The Offeror must describe the proposed process for monitoring Project Services and notifying the Department of service interruptions. Include the proposed frequency of notification (initial and updates), and items that will be reported in the notification, (e.g., the reason for the interruption and estimated timeframe for restoration of services).*

9. *The Offeror must detail the proposed process to restore Project Services and describe the proposed steps to be taken to evaluate and remediate the causes of system outages.*
10. *The Offeror must describe the proposed method to be used to measure, monitor and report system response time.*
11. *The Offeror must provide details as to how the DSS will be housed, including hardware configuration and manufacturers and models, software configuration for the servers and workstations and the network configuration. Describe in detail the Offeror's proposed Preventive Maintenance Plan. State the proposed process for acceptance testing and approval of upgrades and enhancements.*
12. *If Cloud Services are being utilized, please detail the following:*
 - a. *What is the name of the Cloud Service Provider (CSP)?*
 - b. *What Cloud Service Model is being Utilized (i.e. IASS, PaaS, SaaS, XaaS, or other)*
 - c. *What is the cloud deployment model (i.e. Government, Community, Hybrid, Private, Public, other)*
 - d. *Is the Clouds FedRamp authorized or if not, is the Cloud Service FedRamp compliant?*
 - e. *Is the cloud governance based on industry standards, if so what standards? Do the data centers and systems used to provide cloud services to the State comply with the ISO 27001 and ISO 27002 information security standards or their successors?*
 - f. *Where are the data centers physically located?*
 - g. *What are the data centers Tier level?*
 - h. *Will the State's Data be encrypted in transit and at rest?*
 - i. *Will the State's Data be comingled with other customer Data?*
 - j. *Are the Cloud Services HIPAA compliant?*
 - k. *Has the offeror entered into a HIPAA-compliant business associate contract or agreement (BAA) with the Cloud Service Provider?*
13. *The Offeror must describe the quality assurance standards, techniques and tools proposed to be used for the DSS. In responding to this requirement, the Offeror must state if the Offeror has received a Service Organization Control (SOC) 2 or 3 certification or comparable certification. If yes, provide the date and a copy of the most recent audit, and state if the Offeror has ever received a qualified opinion as a result of an SAS 70 audit, SOC 2, SOC 3, or comparable audit. If yes, provide a detailed explanation of the identified exceptions and/or control deficiencies and remedial action(s) taken as well as a copy of the report.*
14. *The Offeror must submit a copy of the Offeror's most current DRP. Include, in detail, the process for data backup, including the frequency of back-up proposed for the DSS, and offsite storage.*
15. *DSS Availability Guarantee: The Offeror must guarantee that the DSS will be available in its entirety to Users Monday – Friday, 8:00 a.m. – 5:00 p.m. ET, except for previously agreed to scheduled outages due to required maintenance, system upgrades and State Holidays. The Offeror must, utilizing the Attachment 16, Performance Guarantees form propose the amount that it will permanently forfeit if the DSS is not available as described above. The Standard Credit Amount to be forfeited is \$400, for each hour, or part thereof, the DSS is not available in its entirety to Users Monday-Friday between 8:00 a.m. -5:00 p.m. E.T., except for previously agreed to scheduled outages and State Holidays. However, an Offeror may propose a higher amount on Attachment 16, Performance Guarantees.*

5.9.1. DSS Operational Requirements

5.9.1. The Offeror must submit a statement confirming the Offeror's agreement to the Department's required hours of availability, including notification of scheduled service interruptions as required by the Department, i.e. minimum forty-eight (48) hour prior notification, and avoidance of scheduling maintenance and/or system upgrades during Normal Business Hours. This statement must explain how availability is calculated, whether it includes or excludes planned outages in the calculation and must include details as to how many times the DSS service been unavailable greater than 1% of the agreed upon hours of operation in the last three (3) years for clients similar in size and receiving similar services. Availability for purposes of this paragraph means that a User is able to access and query data in the system.

Hours of Availability

Merative will continue to meet the system availability standards set forth by the Department and work with you to establish report processing standards for the Decision Support System (DSS) and associated query types. We guarantee that the NYSHIP DSS is available 100% of the time between 8:00 AM and 5:00 PM EST, Monday through Friday (e.g., "normal business hours"), except for scheduled database updates and/or upgrades which do not occur during the previously mentioned normal business hours.

System availability is calculated by measuring the total minutes that the system is available to all authorized users for the month, divided by the total minutes in the designated window of system availability for the month, multiplied by 100.

DSS maintenance and upgrades will occur on regularly scheduled intervals throughout the life of our partnership with the Department. However, if, in the event of an unplanned system downtime, Merative will notify the Department forty-eight (48) hours in advance of the downtime event.

Within the last three (3) years, we can accurately state that no similarly sized clients have experienced greater than 1% of system unavailability outside of the agreed upon hours of operation.

5.9.2. Physical and Technical Security

5.9.2. The Offeror must submit a statement agreeing to provide both physical and technical security for the Project in agreement with the policies, terms and conditions stated in this RFP and Appendices, including Appendix C, Information Security Requirements. This statement must describe in detail the protections, procedures, policies, and remedies in place to prevent the DSS data or NYSHIP activity from being disclosed to, or accessed by, any unauthorized individual, entity or organization. The Offeror must provide detail of safeguards to be used for the protection of NYSHIP data and activities from disclosure to such individuals, entities or organizations. Such protections should include, but not be limited to: a. Identification and description of: i. Technical Firewalls (a system designed to prevent unauthorized access to or from a private network based upon a set of rules and other criteria. Firewalls can be implemented in either hardware or software, or a combination of both); ii. Physical security; and iii. Any other protections provided. b. Identification and description of corporate policies and practices, including: i. Employee privacy awareness and ethics training; ii. Policies and procedures for reporting inappropriate inquiries by unauthorized individuals, entities or organizations; and iii. Application of access restrictions, permission revocations and/or other disciplinary actions, including financial penalties, that may be imposed on an individual or individuals found to be inappropriately accessing client data or gaining knowledge of client activities. c. Identification of actions designed to mitigate possible harm to the Department, NYSHIP Contractors, and/or enrollees should unauthorized disclosure of DSS data and/or NYSHIP activities occur. "

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

5.9.3. Administrative Safeguards

5.9.3. The Offeror must describe in detail the procedures and safeguards the Offeror will implement following the conclusion of the Project Services or termination/expiration of the Contract, whichever is later, to render DSS data unrecoverable and prevent accidental and/or unauthorized access to such data.

Merative employees are trained and certified on HIPAA privacy and security guidelines, and programs are in place to ensure compliance. Certification must be renewed annually, and Merative employees must demonstrate a working knowledge of the application of the HIPAA guidelines. Breaches of security are serious, and punishment can include termination. The Corporate Security Officer (CSO) conducts annual privacy and security awareness training as required by the HIPAA Security Rule. This training reinforces employee and contractor responsibilities for protecting confidential data and informs them of any new policies, regulations, or threats to information security. It is updated every year. All employees and contractors are required to attend security awareness training annually, as well as an additional session on hiring. All employees are also required to re-affirm receipt and understanding of the Business Conduct Guidelines annually. Records of completion are maintained.

All Merative employees are also required to complete Cybersecurity & Privacy training on an annual basis. This is completed through the Merative online learning portal and progress and completion status are tracked by the global CISO security education team and by local and functional managers, to ensure course completion by all employees and contractors.

The Cybersecurity and Privacy course educates Merative staff and contractors on the latest cybersecurity threats and emphasizes the critical role that individual Merative staff plays in protecting themselves, their network of friends and family, Merative, and Merative's clients from these threats. The scope of this course also addresses Merative's information privacy guidelines and programs.

Any employee or contractor found to have violated any of the policies and procedures resulting in mishandling or inappropriate disclosure of data is subject to sanction that includes termination and prosecution.

Alerts of potential security incidents from internal monitoring sources or third-party security tools are investigated by Incident Response staff within the Merative Security Operations team. Alternatively, Merative employees and contractors, trained in recognizing potential security issues, are required to report suspected incidents to their manager or Local Security Manager (LSM).

The Merative Cybersecurity Incident Response Plan defines the processes and activities for identifying and responding to security incidents. Although the document is not available externally, Merative can

review the contents with the Department over the shoulder, either in person or by web session. This plan is tested annually, and a high-level summary can be provided verbally or over the shoulder, as requested.

5.9.4. Pre-scheduling Reports Capabilities

5.9.4. The Offeror must describe the capabilities of the system for pre-scheduling reports. In responding to this requirement, the Offeror must include any limitations as to when reports may be scheduled and if reports may be scheduled to run overnight.

Features	Benefits	Impact to NYSHIP
Reporting Flexibility	Complete control by system user on when the report(s) are generated	Report content is ready when you need it – any time or any day of the week

Exhibit 40 - Pre-Scheduling Features

The Merative DSS allows users the ability to run reports interactively, defer to batch mode, or schedule reports through the Job Scheduling tool used to automate report production. Users can run reports overnight, and they can cancel queries. A user's options for scheduling include:

- Run immediately
- Run immediately and then switch to background
- Run later at a specified date and time (e.g., at 6 pm on August 1, 2024)
- Run periodically (e.g., a particular day and time of each month)

Merative DSS's administrator capability includes the Advantage Usage Tracking reporter, which enables an administrator to monitor the frequency and extent of NYSHIP's DSS's use. The reporter provides summaries of individual user activity. Merative can make available detailed or summary Usage Tracking reports upon request. Summary Usage Tracking reports will be provided to NYSHIP on a periodic basis.

Users may run queries whenever they would like. During training, we discuss the factors that impact query performance, and we also train the users on how to prepare and schedule reports to run efficiently. There are some system limitations on query size, but they are rarely encountered, even by our customers who have databases larger than NYSHIP's. We will tune your database for satisfactory performance. We will continually monitor the run-time performance of your system and track utilization by user ID. If we see a usage problem develop, we will intervene. If you experience a run-time problem, we will work with you to correct it.

5.9.5. Providing Project Services

5.9.5. The Offeror must clearly state the Offeror's agreement to offer the Project Services in such a manner that the Department has no responsibility for the operation, maintenance and related upgrades of the DSS, (e.g. the decision support system software, technical infrastructure and associated processes and procedures).

We will provide comprehensive services to manage the NYSHIP DSS; the Department is free of responsibility for the operation, maintenance and upgrading of the DSS. Our DSS solution is currently deployed in a Software-as-a-Service (SaaS)/hosted environment. Merative provides all technical and database management functions needed to ensure that business users receive timely access to the NYSHIP DSS solution. Services include not only the hardware maintenance and operations support, but also data management, database updates, infrastructure scaling, security and software upgrades (version control etc.), all delivered by staff with extensive NYSHIP DSS experience. Over the past 11 years, we have used a similar SaaS model to successfully support NYSHIP's DSS solution.

5.9.6. Monitoring Project Services

5.9.6. The Offeror must describe the proposed process for monitoring Project Services and notifying the Department of service interruptions. Include the proposed frequency of notification (initial and updates), and items that will be reported in the notification, (e.g. the reason for the interruption and estimated timeframe for restoration of services).

Merative monitors system performance on a regular basis using various techniques to ensure that each aspect of the system is operating as efficiently as possible. General service interruptions are communicated broadly via the Customer Portal and more specifically by the customer Account Team as required. Our notification and escalation process is priority and process driven to ensure timely and accurate resolutions, with the following priority classifications:

Standard Notification Process

- **Priority 1, Production Down:** The customer is experiencing a condition that has stopped production, ceasing the customer's ability to conduct business. No workaround is available, and an immediate solution is required.
- **Priority 2, Business Critical Down:** The customer is experiencing a condition that frequently disrupts or limits production, critically impacting the customer's ability to conduct business. No reasonable workaround exists, and an immediate solution is required.
- **Priority 3, Operational/Implementation Problem:** Overall production is operational with no major impact on the customer's business operation. Functionality differs from the intended design, or help is needed to answer installation questions or to resolve initial database build issues. A reasonable workaround is available, or an immediate solution is not required.
- **Priority 4, General Request:** Request for product information, software upgrade, or new product feature. Core functionality is not affected.

Merative maintains audit logs for service interruptions and all user activity. In the event of a service interruption, usage tracking logs are kept at our data center that can be used for service review. Audit logs

include sufficient information to establish what events occurred and who (or what) caused them. The audit log includes the following information:

- Type of event (such as network, server, and application)
- When the event occurred
- User ID associated with the event
- Program or command used to initiate the event.

We will continue to report to the Department on a monthly basis, through the NYSHIP Issues Log and our operations status meetings, any outage exceptions and the total credit amount expected.

Should your users experience a login issue, users can submit a requested to our Customer Portal. The response times shown below are for requests placed via our Customer Portal, phone, or e-mail. If a resolution cannot be provided within a reasonable timeframe, an escalation procedure is followed for allocation of additional resources and expertise. Please note that all timeframes stated below in Exhibit 41 may be impacted if additional information or ongoing assistance from the customer is required.

Standard Product Support Service Levels			
Priority	Response Time	Problem Escalation to Product Development & Management	Provide Update to Customer
1	30 minutes	Once every 4 business hours	4 business hours
2	60 minutes	Once every 8 business hours	8 business hours
3	4 hours	Once every 5 business days	5 business days
4	8 hours	Following regular review meetings	Following regular review meetings

Exhibit 41 - Standard Product Support Service Levels

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

5.9.8. Measure, Monitor and Reporting of System Response Time

5.9.8. The Offeror must describe the proposed method to be used to measure, monitor and report system response time.

Using a suite of automated tools, we leverage reports that automatically monitor system performance and response times. Depending on resource utilization, we dynamically adjust system resources to reduce contention and to maintain a satisfactory end-user experience. Should the need arise, our systems are purposefully architected in a manner that allows them to scale horizontally at any time through the addition of processing nodes.

We have and continue to successfully support customers whose member base is as large or larger than NYSHIP.

We have sized your proposed system to accommodate the data volumes required for your initiative. The DSS platform is scalable in terms of disk space and processing power to meet your current and future data storage and analytic needs. The primary data warehouse platform used is the industry-leading Oracle Exadata platform, which is highly scalable and provides robust and consistent performance. Once we complete your upgrade, we will fully leverage Azure cloud capabilities including performance monitoring.

5.9.9. DSS Facility Location

5.9.9. The Offeror must provide details as to how the DSS will be housed, including hardware configuration and manufacturers and models, software configuration for the servers and workstations and the network configuration. Describe in detail the Offeror's proposed Preventive Maintenance Plan. State the proposed process for acceptance testing and approval of upgrades and enhancements.

[REDACTED]

[REDACTED]

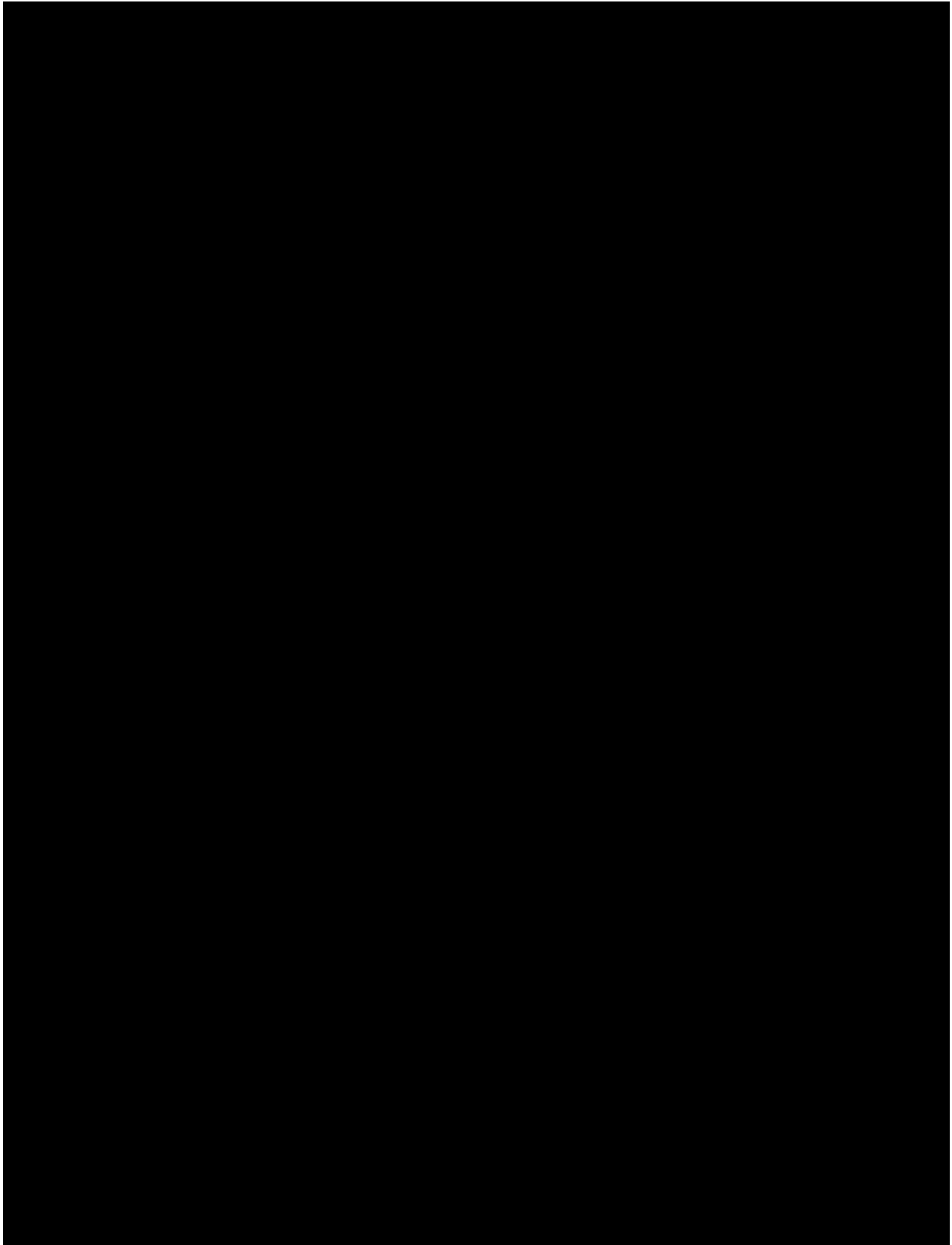
[REDACTED]

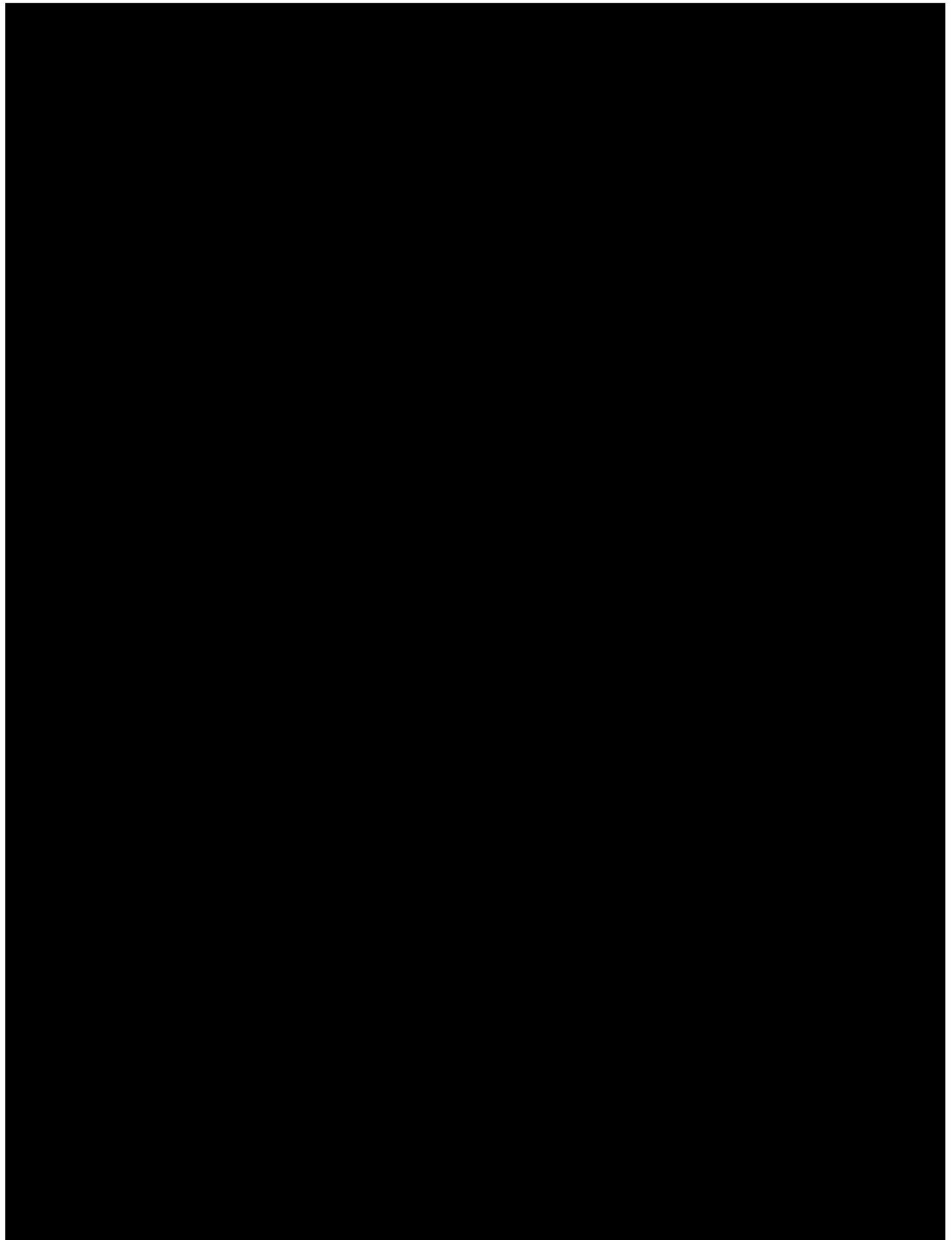
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[REDACTED]

5.9.10. Cloud Services

5.9.10. If Cloud Services are being utilized, please detail the following: What is the name of the Cloud Service Provider (CSP)? What Cloud Service Model is being Utilized (i.e. IaaS, PaaS, SaaS, XaaS, or other) What is the cloud deployment model (i.e. Government, Community, Hybrid, Private, Public, other) Is the Clouds FedRamp authorized or if not, is the Cloud Service FedRamp compliant? Is the cloud governance based on industry standards, if so what standards? Do the data centers and systems used to provide cloud services to the State comply with the ISO 27001 and ISO 27002 information security standards or their successors? Where are the data centers physically located? What are the data centers Tier level? Will the State's Data be encrypted in transit and at rest? Will the State's Data be comingled with other customer Data? Are the Cloud Services HIPAA compliant? Has the offeror entered into a HIPAA-compliant business associate contract or agreement (BAA) with the Cloud Service Provider?

What is the name of the Cloud Service Provider?

[REDACTED]

What is the cloud deployment model (i.e. Government, Community, Hybrid, Private, Public, other)?

[REDACTED]

Is the Clouds FedRamp authorized or if not, is the Cloud Service FedRamp compliant?

[REDACTED]

Is the cloud governance based on industry standards, if so what standards?

[REDACTED]

[REDACTED]

Do the data centers and systems used to provide cloud services to the State comply with the ISO 27001 and ISO 27002 information security standards or their successors?

[REDACTED]

Where are the data centers physically located?

[REDACTED]

What are the data centers Tier level?

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Are the Cloud Services HIPAA compliant?



Has the offeror entered into a HIPAA-compliant business associate contract or agreement (BAA) with the Cloud Service Provider?



5.9.11. Quality Assurance

5.9.11. The Offeror must describe the quality assurance standards, techniques and tools proposed to be used for the DSS. In responding to this requirement, the Offeror must state if the Offeror has received a Service Organization Control (SOC) 2 or 3 certification or comparable certification. If yes, provide the date and a copy of the most recent audit, and state if the Offeror has ever received a qualified opinion as a result of an SAS 70 audit, SOC 2, SOC 3, or comparable audit. If yes, provide a detailed explanation of the identified exceptions and/or control Adherence to stringent Quality Assurance (QA) best practices is an essential part of the proposed DSS. The sections below describe the QA practices for key components of the proposed DSS:

Adherence to stringent Quality Assurance (QA) best practices is an essential part of the proposed DSS. The sections below describe the QA practices for key components of the proposed DSS.

System Data

- **Raw Data:** During the implementation process, our Data Management Team painstakingly reviews each field within each raw data file to identify and log all data issues that are identified. These logs are sent to the Data Provider to remedy as part of the test file submission process. Following our data quality review and submission of the logs to the Carriers, we will schedule a meeting with each Data Provider to review the findings and answer any subsequent questions they have after the first submission.

These evaluations also enable us to assess and set minimum thresholds for the level of completeness of the raw data. The thresholds are used to set the auto assessment feature of our conversion process that allows these checks to be conducted automatically during the Data Transformation and Validation step.

- **Production Reports:** In addition to the raw data validation, we incorporate a specific set of tests to ensure that, once the data is incorporated into the DSS, that it is analytically relevant and reasonable. Our automated build process generates reports to support data reconciliation and identify problems. We have a set of standard analytic testing reports, and we create client-specific reports to focus on critical business requirements.

To ensure the analytic usability of the data warehouse upon which the DSS sits, we run this set of reports and examine the results with each data load. Analytic usability can be measured in terms of conformance to external standards (benchmarking) or internal consistency (aptness for supporting certain analyses). Analytic testing of data falls into four categories, as detailed in the Exhibit 44 below.

Test Category	Purpose
Comparison to Benchmarks	<p>These tests confirm the data is complete and reasonably consistent with other reliable data. Benchmarks are drawn from the norms available in our MarketScan database and include such things as:</p> <ul style="list-style-type: none"> • Net Pay PMPM Adm Acute • Admits / 1000 Acute • Days LOS Admit Acute • Visits / 1000 ER • Scripts PMPY Rx
Reasonableness Edits for Cost and Utilization Data	<p>Edits related to the reasonableness of the data look at the relationship between two or more columns, or between a column and “normative” data, to ensure they are reasonable. Reasonableness checks are often very similar to benchmarks.</p> <p>Examples of reasonableness checks include comparison of diagnosis to age, diagnosis to gender, and charge to payment. Based on our experience testing medical claims data, we have developed other reasonableness checks, such as examining:</p> <ul style="list-style-type: none"> • Average cost per admission and percentage of admissions with catastrophic payments • Percentage of surgical services to total services • Percentage of non-specific diagnoses • Average cost per service by procedure code ranges <p>Such quality checks ensure the claims data is balanced. We also confirm that the paid/processed date range is reasonable given the timeframe that conforms to the input data file. For example, in a monthly update feed, the data in the Processed Date field should be only for the expected month, not the next month.</p>
Checks for Internal Consistency	<p>For users to be confident in the data and the tools’ ability to accurately report, testing should demonstrate internal consistency. This includes:</p> <p>Totals and sub-totals accurately add up</p> <p>Values across reports are identical (assuming identical data sets)</p> <p>Values across systems are identical</p>

Exhibit 44 - Test Categories

Analytic Testing Methodology

User Interface

With each Service Pack or Major Release, rigorous Quality Assurance testing is performed to ensure that the user interface operates in an appropriate and effective manner.

Our development and operations teams employ an Agile Development Methodology that espouses incremental development and iterative releases that allows Merative to improve on and harden our existing and new offerings. This allows our customers to receive new feature-functionality as it is developed and pushes these improvements out to our customers on a regular cadence. The development roadmap of the DSS is determined based on ever-evolving customer's needs and adherence to industry best practices surrounding items like security and user experience. The use of agile processes enables our development teams to quickly respond to these client and industry-based needs in an efficient and effective manner that allows our clients to take advantage of any updates to the DSS.

System Environment

The data center(s) in, which the DSS is hosted, undergo annual SOC 1 & 2 audits. Our most recent SOC 1 & 2 audits did not return exceptions. Copies of the SOC 1 & 2 audits can be found in Attachments 24 and 25.

5.9.12. Disaster Response Plan (DRP)

5.9.12. The Offeror must submit a copy of the Offeror's most current DRP. Include, in detail, the process for data backup, including the frequency of back-up proposed for the DSS, and offsite storage.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Business Continuity – Scope and Assumptions

The following assumptions have been established as the basis for developing the Incident Management Plan:

- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]

Data Center Disaster Recovery Plan

[REDACTED]

[REDACTED]

Backups

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

5.9.13. DSS Availability Guarantee

5.9 13. DSS Availability Guarantee: The Offeror must guarantee that the DSS will be available in its entirety to Users Monday – Friday, 8:00 a.m. – 5:00 p.m. ET, except for previously agreed to scheduled outages due to required maintenance, system upgrades and State Holidays. The Offeror must, utilizing the Attachment 16, Performance Guarantees form propose the amount that it will permanently forfeit if the DSS is not available as described above. The Standard Credit Amount to be forfeited is \$400, for each hour, or part thereof, the DSS is not available in its entirety to Users Monday-Friday between 8:00 a.m.-5:00 p.m. E.T., except for previously agreed to scheduled outages and State Holidays. However, an Offeror may propose a higher amount on Attachment 16, Performance Guarantees.

We understand that the DSS must be available when answers are needed and strive to ensure that information is available on demand. Therefore, Merative agrees to be at risk for \$500.00 for each hour, or part thereof that the DSS is not available in its entirety to users Monday through Friday between 8 AM and 5 PM ET, with the exception of previously agreed to scheduled outages due to required maintenance or system upgrades. The measurement of hours to which the forfeiture is applied shall begin with the first hour the DSS is not available. We schedule routine system backup and file maintenance to occur during non-business hours (late nights and weekends), and we schedule them with customers in advance. We perform full backups each weekend where all files are duplicated to our secondary data center.

During the monthly update cycle, there is overnight downtime while the newly updated copy of the database is moved to the production reporting area. We schedule production moves with you in advance.

Our scheduled downtime in the data center is on the first full weekend of each month beginning at 6 PM ET on Saturday and ending at 6 AM ET on Monday.

5.10 Security

1. *The Offeror must include a copy of the Offeror's proposed DSS Written Information Security Plan (WISP) for providing and maintaining compliance with HIPAA and all Federal and State privacy laws and regulations. The Offeror's WISP should confirm it will comply with, at a minimum, the items identified in Section 3.9(1)(a) and (b).*
2. *The Offeror must provide appropriate security documentation to allow for the State to conduct an Information Security Review of the solution at the time of implementation and on a regular basis, as needed.*

NYSHIP can continue to have confidence in Merative's data privacy and security protections

5.10.1. Proposed DSS ISP

5.10.1 Proposed DSS ISP The Offeror must include a copy of the Offeror's proposed DSS Written Information Security Plan (WISP) for providing and maintaining compliance with HIPAA and all Federal and State privacy laws and regulations. The Offeror's WISP should confirm it will comply with, at a minimum, the items identified in Section 3.9(1)(a) and (b).

[REDACTED]

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[REDACTED]

[REDACTED]

[REDACTED]

5.10.2. Security Audit

5.10.2 The Offeror must provide appropriate security documentation to allow for the State to conduct an Information Security Review of the solution at the time of implementation and on a regular basis, as needed.

[REDACTED]

[REDACTED]

[REDACTED]

5.11 Transition and termination of contract

1. *The Offeror must confirm, as outlined in Section 3.10 of this RFP, to:*
 - a. *Fully cooperate with the Department and the successor Contractor, if any, to ensure the timely, smooth transfer of information necessary to provide the Project Services; and*
 - b. *Provide an outline of the key elements (tasks, milestones, and deliverables) that would be included in the Transition Plan to comply with RFP Section 3.10, with a brief explanation on how these key elements would be accomplished if the Offeror were the incumbent contractor.*
2. *DSS Transition Guarantee: The Offeror must guarantee to meet transition requirements as stated in this RFP, Section 3.10.1 (a-d).*

The Offeror must, utilizing the Attachment 16, Performance Guarantees form propose the amount that it will permanently forfeit if Transition Plan requirements are not met.

The Standard Credit Amount to be forfeited is \$1,000, for each Day, or part thereof, this guarantee is not met. However, an Offeror may propose a higher amount on Attachment 16, Performance Guarantees.

5.11.1. Transition Plan

5.11.1. The Offeror must confirm, as outlined in Section 3.10 of this RFP, to:

- (a) Fully cooperate with the Department and the successor Contractor, if any, to ensure the timely, smooth transfer of information necessary to provide the Project Services; and*
- (b) Provide an outline of the key elements (tasks, milestones, and deliverables) that would be included in the Transition Plan to comply with RFP Section 3.10, with a brief explanation on how these key elements would be accomplished if the Offeror were the incumbent contractor.*

Merative will develop, and subsequently provide to the Department for approval, a Transition Plan that details the steps required to ensure a smooth and orderly transition to the Successor Contractor. It is critical during a transition there are minimal disruptions to the Department as you serve your end users.

Merative agrees to reasonably amend the plan as requested by the Department. Within 120 days of the Department's written request, but not later than 120 days prior to the end of the term of the Contract, or within forty-five (45) days of notice of termination of the Contract, whichever event occurs first, Merative will provide for the Department's review and approval a detailed written plan for Transition Plan which outlines, at a minimum, the timeline, tasks, milestones and deliverables associated with the smooth transition of Services to the Successor Contractor, if applicable.

The Transition Plan will encompass:

- The length of time proposed by the Offeror to complete the transition of Project Services to the Department or a Successor Contractor, if any (Transition Period);
- Completion of outstanding Offeror provided services/deliverables, including, but not limited to, the Department requested projects incurred on or before the scheduled termination date of the Contract

- The transmission of Department-owned data (i.e. raw data), raw data dictionaries, and an indication of how the raw data was used in the database to either the Department or Successor Contractor if required;
- Related duties and functions necessary for a smooth transition of the Project Services to the appropriate party;

Our team will work with the Department and the Successor Vendor to facilitate the tracking and status of Transition activities.

- Transition meetings will coincide with our normal monthly operations meeting;
- Description of any progress made on each task/activity if applicable for that period;
- Action items and decisions tracked during the monthly operations meeting;
- List of open issues and the corrective action plan;
- Planned activities for the next period;
- Status of contractually defined milestones and deliverables scheduled in the Transition Plan;
- Status on our plan to transition responsibilities and duties to the Successor Contractor and Department;
- The key activities requiring formal processes are: Transfer of Data, Transfer of Documentation, and Transfer of Knowledge.

Transfer of Data

If the Department intends for the successor vendor to be the recipient of the raw data, Merative will enter a Third-Party Non-Proprietary Data Extract Agreement with both the Department and the successor contractor.

Merative requires written consent (via email) from each of the Data Providers, pursuant to the terms of our current agreements with them, before the data can be sent to the successor contractor. Merative will transfer all raw historical data to the formally designated recipient. We will deliver the data via Secure File Transfer Protocol (SFTP). We expect to perform multiple iterations of data transfer. When files are sent, Merative will simultaneously provide an email to the Department confirming the transfer was completed, the Data Types, Data Providers and the Paid Dates of the files.

Transfer of Documentation

Merative will provide the Raw File Layouts and Raw File Data Dictionaries to the Department or the Successor Vendor via a Notification Email.

Documentation and File Acceptance Process

All key project deliverables produced by Merative will be handled according to the following deliverable acceptance process:

- The department will review the documents, within a mutually agreed upon timeframe.
- If approved, designated recipient will acknowledge receipt of the documentation by replying to the original Notification Email, with "Approved" within a mutually agreed upon timeframe.
- If rejected, a designated recipient will provide a detailed description of the issue to the Project Manager. If necessary, a meeting will be held to discuss the issue in detail. If necessary, replacement documents will be provided to designated recipient, within a mutually agreed upon timeframe, and the acceptance process will repeat as necessary.
- The Merative project manager will update the Transition Plan and note the documentation deliverable in the next monthly operations meeting.

Transfer of Knowledge

Department transition team and the Merative transition team using the same process we have in place for supporting the Department today. Your Account Team will also support transition activities.

Requests will be addressed within a reasonable timeframe but no later than ten (10) business days. We will assign requests, track responses and share reports through e-mail. We will discuss open requests at the monthly operations meeting.

Any subsequent data or documentation requests that are submitted will follow the Documentation and File Acceptance process outlined in the previous sections of this document.

We recommend that all questions related to the actual values contained within the raw data be directed to the original Data Provider as they are the primary source of information for these data.

Transition Plan Milestones

- Enter Third Party Non-Proprietary Data Extract Agreement with both NYSHIP and the successor contractor - 1 week;
- Secure written consent (via email) from each of the Data Providers pursuant to the terms of our current agreements with them, to share the raw data files with the successor contractor – 2 weeks;
- Identify Historical Files for shipment- 1 week;
- Collect file layouts and data dictionaries for Department files – 2 weeks
- Send data to designated recipient – 3 weeks;
- Designated recipient will acknowledge receipt and approve files and documentation via email – 1 week.

5.11.2. DSS Transition Guarantee

5.11.2. DSS Transition Guarantee: The Offeror must guarantee to meet transition requirements as stated in this RFP, Section 3.10.1 (a-d). The Offeror must, utilizing the Attachment 16, Performance Guarantees form propose the amount that it will permanently forfeit if Transition Plan requirements are not met. The Standard Credit Amount to be forfeited is \$1,000, for each Day, or part thereof, this guarantee is not met. However, an Offeror may propose a higher amount on Attachment 16, Performance Guarantees.



Appendix A: Performance Guarantees

ATTACHMENT 16



**Department of
Civil Service**

**PERFORMANCE GUARANTEES RFP
ENTITLED:
“New York State Health Insurance Program
Decision Support System”**

Appendix B: Biographical Sketch Forms

- Alicia Sanchez
- John Davis
- Lorri Rasmussen
- Justin Fitzpatrick

ATTACHMENT 8



Biographical Sketch Form RFP entitled: "New York State Health Insurance Program Decision Support System"

Prepare this form for each key staff individual, including subcontractor-provided key staff, if any, of the Offeror's proposed Account Team (RFP Section 5.2). Where individuals are not named, please include qualifications that will be sought to fill the positions. If additional space is needed you may add additional sheets.

Offeror Name: Merative US L.P. _____

Individual's Name: Alicia Sanchez _____

Job Title: Enterprise Account Executive, Direct Sales _____

Relationship to Project: Project Manager _____

EDUCATION

<u>Institution & Location</u>	<u>Degree</u>	<u>Year Conferred</u>	<u>Discipline</u>
Dartmouth College, Hanover NH	M.S.	2005	Physics
Boston University, Boston MA	B.A.	2000	Astronomy & Physics

PROFESSIONAL EMPLOYMENT (Start with most recent)

<u>Dates From - To</u>	<u>Employer</u>	<u>Title</u>
07/01/2022 – current	Merative US L.P.	Enterprise Account Executive, Direct Sales
01/2017 – 6/2022	IBM	Account Executive
04/2014 – 12/2016	Truven Health Analytics	Account Director
04/2011 – 3/2014	Truven Health Analytics	Account Manager
04/2008 – 3/2011	Truven Health Analytics	Sr. Analytic Consultant
04/2005 – 3/2008	Thomson Reuters	Analytic Consultant
06/2002 – 5/2005	St. Francis High School	Math Teacher
04/2000 – 08/2001	Golden State Physicians Medical Group	Provider Services Rep.

PROFESSIONAL EXPERIENCE (Significant experience/education relevant to program)

20 Years Data Analytics Experience

18 Years Health Care Analytics and consulting experience with private employers, public sector employers, and Medicaid

16 Years Working with Health Plans to obtain data

13 Years Project Management and Service Delivery experience

19 Years working with Health Insights – The current NYSHIP DSS platform

ATTACHMENT 8



Department of
Civil Service

Biographical Sketch Form RFP entitled: "New York State Health Insurance Program Decision Support System"

Prepare this form for each key staff individual, including subcontractor-provided key staff, if any, of the Offeror's proposed Account Team (RFP Section 5.2). Where individuals are not named, please include qualifications that will be sought to fill the positions. If additional space is needed you may add additional sheets.

Offeror Name: Merative US L.P. _____

Individual's Name: John Davis _____

Job Title: Data Scientist Manager - Python _____

Relationship to Project: Lead Python Developer and Payment Integrity Specialist _____

EDUCATION

<u>Institution & Location</u>	<u>Degree</u>	<u>Year Conferred</u>	<u>Discipline</u>
Purdue Global University	Master	2024	Health Informatics
Eastern Michigan University	Bachelor	2010	Mathematics
Washtenaw Community College	Associate	2007	General Studies
Washtenaw Community College	Associate	2007	Occupational Studies
Community College of the Air Force	N/A	2004	Some College

PROFESSIONAL EMPLOYMENT (Start with most recent)

<u>Dates From - To</u>	<u>Employer</u>	<u>Title</u>
October 2010 – Current	IBM	Data Scientist
Feb 2006 – Sep 2007	John Davis Consulting	Consultant
Jun 2003 – Nov 2004	United States Air Force	Egress Technician


PROFESSIONAL EXPERIENCE (Significant experience/education relevant to program)

Program using Python, Perl, Excel VBA, and database languages

Lead analytic teams through program integrity projects

Research healthcare policy for algorithm development and modification

ATTACHMENT 8

 <div style="display: inline-block; vertical-align: middle; margin-left: 10px;"> Department of Civil Service </div>	Biographical Sketch Form RFP entitled: “New York State Health Insurance Program Decision Support System”
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Prepare this form for each key staff individual, including subcontractor-provided key staff, if any, of the Offeror’s proposed Account Team (RFP Section 5.2). Where individuals are not named, please include qualifications that will be sought to fill the positions. If additional space is needed you may add additional sheets.

Offeror Name: Merative US L.P. _____

Individual’s Name: Lorri Rasmussen _____

Job Title: Senior Data Management Consultant _____

Relationship to Project: Data Manager _____

EDUCATION

<u>Institution & Location</u>	<u>Degree</u>	<u>Year Conferred</u>	<u>Discipline</u>
University of Michigan – Ann Arbor	B.A. Information Science, 2017		Analytics

PROFESSIONAL EMPLOYMENT (Start with most recent)

<u>Dates From - To</u>	<u>Employer</u>	<u>Title</u>
2017 – current	IBM/Merative	Data Management Consultant

PROFESSIONAL EXPERIENCE (Significant experience/education relevant to program)

Lorri has been on the NYSHIP account since 2017 and has built relationships with all of NYSHIP’s data vendors. She has deep knowledge of their population, data nuances, and has supported complex projects including data investigations, implementations (denied claims, bad debt and charity), Opioid data extracts, and annual plan year changes.

ATTACHMENT 8



Biographical Sketch Form RFP entitled: “New York State Health Insurance Program Decision Support System”

Prepare this form for each key staff individual, including subcontractor-provided key staff, if any, of the Offeror’s proposed Account Team (RFP Section 5.2). Where individuals are not named, please include qualifications that will be sought to fill the positions. If additional space is needed you may add additional sheets.

Offeror Name: Merative

Individual’s Name: Justin Fitzpatrick

Job Title: Sr. Consulting Manager

Relationship to Project: Dedicated Analytic Consultant

EDUCATION

<u>Institution & Location</u>	<u>Degree</u>	<u>Year Conferred</u>	<u>Discipline</u>
Siena College, Loudonville, NY	Bachelors of Science	2005	Economics

PROFESSIONAL EMPLOYMENT (Start with most recent)

<u>Dates From - To</u>	<u>Employer</u>	<u>Title</u>
2022 – Current	Merative	Sr. Consulting Manager
2016 – 2022	IBM Watson Health	Sr. Consulting Manager
2013 – 2016	Truven Health Analytics	Service Delivery Manager
2006 – 2013	Truven Health Analytics	Sr. Analytic Consultant

PROFESSIONAL EXPERIENCE (Significant experience/education relevant to program)

Dedicated Analytic Resource for NYSHIP since 2012 with detailed understanding of The Empire Plan account structure, benefits and policies

18+ years of healthcare analytic experience with focuses on payment integrity algorithms and return on investment (ROI) calculations and healthcare initiatives

Appendix D: Implementation Plan

NYSHIP - Implementation Project Plan - 9 Month						
ID	WBS	Task Name	Duration	Start	Finish	Predecessor Resource Names
0	0	NYSHIP - Health Insights Implementation	186 days	Tue 4/1/25	Mon 12/29/25	
1	1	Project Initiation & Account Organization Activities:	61 days	Tue 4/1/25	Thu 6/26/25	
2	1.1	Project Initiation:	20 days	Tue 4/1/25	Mon 4/28/25	
3	1.1.1	Contract Executed	0 days	Tue 4/1/25	Tue 4/1/25	NYSHIP, Account Executive
4	1.1.2	Create Project Schedule	3 days	Tue 4/1/25	Thu 4/3/25	3 Project Manager
5	1.1.3	Obtain Data Supplier Contacts from NYSHIP (Pre Kick-Off)	3 days	Fri 4/4/25	Tue 4/8/25	3,4 Project Manager, NYSHIP
6	1.2	Project Account & Admin Activities:	12 days	Tue 4/1/25	Wed 4/16/25	
7	1.2.1	Create Project Repository	2 days	Tue 4/1/25	Wed 4/2/25	3 Project Manager
8	1.2.2	Schedule Project Kickoff Meeting	5 days	Tue 4/1/25	Mon 4/7/25	3 Project Manager, NYSHIP
9	1.2.3	Schedule Weekly Internal and External Status Meetings (Based on NYSHIP Preference)	5 days	Thu 4/10/25	Wed 4/16/25	20 Project Manager, NYSHIP
10	1.3	Legal Agreement Activities:	61 days	Tue 4/1/25	Thu 6/26/25	
11	1.3.1	Review Agreement Status for All Suppliers with Legal	10 days	Tue 4/1/25	Mon 4/14/25	3 Project Manager
12	1.3.2	Initiate Development of Agreements with NYSHIP's Data Suppliers as Required	10 days	Fri 4/18/25	Thu 5/1/25	19 Project Manager
13	1.3.3	Finalize Agreements with All Data Suppliers	40 days	Fri 5/2/25	Thu 6/26/25	12 Project Manager
14	1.3.4	Target Date to Have All Required Agreements in Place	0 days	Thu 6/26/25	Thu 6/26/25	13 Project Manager
15	1.3.5	Restricted Use Agreement Requirement Activities:	14 days	Thu 4/10/25	Tue 4/29/25	
16	1.3.5.1	Confirm if Any Unencrypted PHI Access by Users, Need to Complete & Sign RUA	7 days	Thu 4/10/25	Fri 4/18/25	20 Project Manager
17	1.3.5.2	If Applicable, Obtain, Review & Signature of the Restricted Use Agreement (RUA)	7 days	Mon 4/21/25	Tue 4/29/25	16 Project Manager, NYSHIP
Page 1						

NYSHIP - Implementation Project Plan - 9 Month							
ID	WBS	Task Name	Duration	Start	Finish	Predecessors	Resource Names
18	2	Data Intake Activities:	33 days	Tue 4/8/25	Thu 5/22/25		
19	2.1	Provide Official Data Requests to All Data Suppliers with NYSHIP & Suppliers	7 days	Wed 4/9/25	Thu 4/17/25	5	Project Manager,NYSHIP
20	2.2	Hold Kickoff Meeting & Eligibility intake Meeting with NYSHIP	2 days	Tue 4/8/25	Wed 4/9/25	8	Analytic Consultant,Data Manager,Project Manager,Managing
21	2.3	Schedule & Perform External Data Supplier Data Intake Meetings	15 days	Thu 4/10/25	Wed 4/30/25	20	Data Manager
22	2.4	Receive Final Layouts & Data Dictionaries - (All Data Suppliers)	8 days	Thu 5/1/25	Mon 5/12/25	21	Data Manager
23	2.5	Set up EDT Connection for All Data Suppliers	8 days	Tue 5/13/25	Thu 5/22/25	22	Data Manager
24	3	Database Design Activities:	49 days	Thu 4/10/25	Thu 6/19/25		
25	3.1	Prepare Data Model	8 days	Tue 5/13/25	Thu 5/22/25	22	Data Manager
26	3.2	Identify Eligibility Custom Fields with NYSHIP	8 days	Thu 4/10/25	Mon 4/21/25	20	Data Manager
27	3.3	Prepare the Implementation Requirements Signoff Document for NYSHIP	8 days	Thu 5/1/25	Mon 5/12/25	26,21	Data Manager,Project Manager
28	3.4	Review & Signature of the Implementation Requirements Signoff Document	8 days	Tue 5/13/25	Thu 5/22/25	27	NYSHIP
29	3.5	Determine Required Security View & Filters for NYSHIP	3 days	Fri 5/23/25	Tue 5/27/25	21,28	Data Manager
30	3.6	Prepare Design Specifications Sign-Off Documentation for NYSHIP Review	8 days	Wed 5/28/25	Fri 6/6/25	29,22	Data Manager,Project Manager
31	3.7	Review & Signature of the Design Specifications Document	8 days	Mon 6/9/25	Thu 6/19/25	30	NYSHIP
32	4	Perform Raw Data Investigation	22 days	Fri 5/23/25	Wed 6/25/25		
33	4.1	Send Initial Test Data & Reconciliation Reports - (All Data Suppliers)	6 days	Fri 5/23/25	Fri 5/30/25	23	Data Suppliers
34	4.2	Perform Raw Data Investigation/Send Data Quality Reports/Establish Usability - (All Data Suppliers)	8 days	Mon 6/2/25	Wed 6/11/25	33	Data Manager
35	4.3	Data Supplier to Fix & Resend Data	5 days	Thu 6/12/25	Wed 6/18/25	34	Data Suppliers

NYSHIP - Implementation Project Plan - 9 Month							
ID	WBS	Task Name	Duration	Start	Finish	Predecessor	Resource Names
36	4.4	Perform Round 2 of Raw Data Testing	5 days	Thu 6/19/25	Wed 6/25/25	35	Data Manager
37	4.5	Usable Data Approval Deadline	0 days	Wed 6/25/25	Wed 6/25/25	36	Data Manager,NYSHIP
38	5	Receive Usable Production Data:	11 days	Thu 6/26/25	Fri 7/11/25		
39	5.1	Request Production Data - All Data Suppliers	5 days	Thu 6/26/25	Wed 7/2/25	37	Project Manager
40	5.2	Receive Production Data	7 days	Thu 7/3/25	Fri 7/11/25	39	Data Manager,Project Manager
41	6	System Testing:	96 days	Thu 6/12/25	Tue 10/28/25		
42	6.1	Perform Test Planning /Preparation Activities:	11 days	Thu 6/12/25	Fri 6/27/25		
43	6.1.1	Design & Develop NYSHIP Specific Test Plan/Cases	12 days	Thu 6/12/25	Fri 6/27/25	34	Data Manager
44	6.2	Prepare for System Testing:	8 days	Thu 6/26/25	Tue 7/8/25		
45	6.2.1	Update & Complete Development of NYSHIP Specific Test Plan	7 days	Mon 6/30/25	Tue 7/8/25	43	Data Manager,Analytic Consultant
46	6.2.2	Setup Test Environment	5 days	Thu 6/26/25	Wed 7/2/25	36	Data Manager
47	6.3	Perform First System Test:	37 days	Mon 7/14/25	Wed 9/3/25		
48	6.3.1	Convert Data	10 days	Mon 7/14/25	Fri 7/25/25	40	Data Manager
49	6.3.2	Build Database	10 days	Mon 7/28/25	Fri 8/8/25	48,46	Data Manager
50	6.3.3	Database Testing	10 days	Mon 8/11/25	Fri 8/22/25	49	Analytic Consultant,Data Manager
51	6.3.4	Implement Fixes	8 days	Mon 8/25/25	Wed 9/3/25	50	Analytic Consultant,Data Manager
52	6.4	Perform Second System Test:	39 days	Thu 9/4/25	Tue 10/28/25		
53	6.4.1	Convert Data	10 days	Thu 9/4/25	Wed 9/17/25	51	Data Manager
54	6.4.2	Build Database	10 days	Thu 9/18/25	Wed 10/1/25	53	Data Manager
55	6.4.3	Targeted Testing of Database Fixes	10 days	Thu 10/2/25	Wed 10/15/25	54	Analytic Consultant,Data Manager
56	6.4.4	Implement Fixes	9 days	Thu 10/16/25	Tue 10/28/25	55	Analytic Consultant,Data Manager
57	7	Production Build:	37 days	Wed 10/29/25	Thu 12/25/25		
58	7.1	Prepare for Production Build:	3 days	Wed 10/29/25	Fri 10/31/25		
59	7.1.1	Request Production User ID's	3 days	Wed 10/29/25	Fri 10/31/25	56	Project Manager
60	7.1.2	Schedule Data Usability Review meeting with NYSHIP	3 days	Wed 10/29/25	Fri 10/31/25	56	Project Manager,NYSHIP
61	7.2	Perform Production Build:	37 days	Wed 10/29/25	Tue 12/23/25		

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Appendix E: Measures, Analytics and Reports

Merative Health Models: The following table provides a description of the measures, analytics, and methodologies included in the NYSHIP DSS . These models will provide you with insights into member and population health status, improvement opportunities, and network performance.

Name	Description
Measures Catalog	<p>The Measures Catalog is the foundation of the Health Insights Suite reporting application and includes a robust library of cross-benefit program measures. To manage the healthcare of a member and to make informed benefit decisions, program managers must monitor key indicators of program performance through the use of measures and metrics. These measures and metrics include sums, rates and ratios that provide valuable insights to both analytic and executive-level users (e.g. Visits Per 1000 ER, Allowed Amount PMPM etc.)</p> <p>By offering pre-defined measures that are presented in plain English, the Measures Catalog helps to ensure consistency of report results, shortens the “time to value” and insulates end users from having to maintain and update complex coding standards as well as their underlying database. The Measures Catalog allows users to interact with the measures as objects in the interface that can easily be “dragged and dropped” into queries and reports via our ad hoc reporting solution. Further, users can easily view the description and definitions of the various measures directly in the reporting tool. This allows even the most novice of system users to quickly and efficiently create meaningful reports without significant onboarding and training time.</p>
Disease Staging	<p>The Disease Staging severity-adjustment methodology is the most widely adopted adjustment for severity of illness and is recognized by third parties as the premier methodology.</p> <p>We use our Disease Staging methodology to severity adjust patients. We developed this method to capture a patient’s disease and corresponding severity ranging from conditions with no complications or problems, or problems of minimal severity, to death. Disease Staging uses objective clinical criteria that can be defined using the ICD-9-CM or ICD-10-CM diagnosis codes, age, and sex over an admission or episode of care to classify the severity of each of the patient’s diseases. The staging criteria separate diseases into a maximum of four stages based on the natural progression of disease in the absence of any intervention or treatment.</p> <p>We further classify a patient’s disease into a sub-stage, depending on his or her diagnoses related to that disease. The stage numbers are broad categories that define severity based on the spread of the disease and the presence of complications. We use sub-stages for many diseases to refine the level of severity.</p> <p>This computerized methodology can assist in evaluating cost-effectiveness and quality of care across multiple disease conditions and providers. Severity of illness adjustments, based on the Disease Staging methodology, enhance case mix adjustment by adjusting for</p>

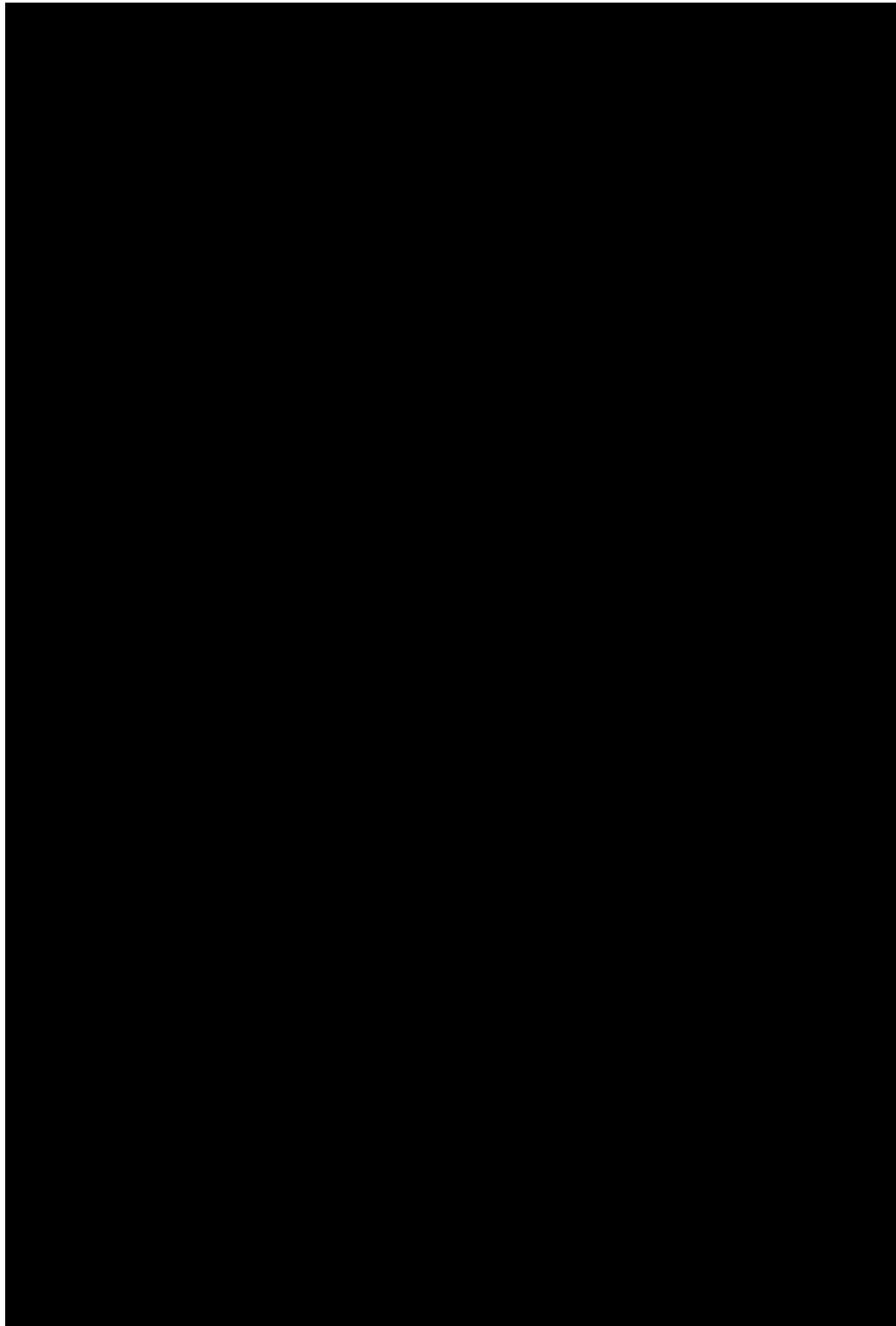
	<p>the severity mix. The Disease Staging methodology is particularly useful in hospital profiling.</p> <p>Using age, sex, co-morbidities (i.e., specific diagnoses unique to Disease Staging), and other diagnostic information, Disease Staging assigns each admission to one of over 400 Disease Categories and assigns a Disease Stage within each Disease Category. Each admission is then assigned a series of predictive scales. For example, a charge scale of 120 means that this admission is predicted to be 20 percent more costly than the average admission for that DRG.</p> <p>The major advantage of severity adjustment is that it can help you respond to the assertions made by hospitals that their higher costs reflect treatment of more severely ill patients. Providers often defend their prices by claiming that their patients are sicker than the patients served by the providers to whom they are compared. Using severity adjustment, the calculation of the expected value is weighted not just by DRG or diagnosis, but also by the individual patient's severity of illness within the DRG or diagnosis, allowing you to severity risk-adjust provider profiles. Severity adjustment is a better predictor of cost per case and LOS than case mix adjustment alone because it can take into account a patient's other illnesses, as well as age, sex, and diagnosis.</p>
Diagnostic Cost Groups (DCGs)	<p>We use DCGs and RxGroups from Cotiviti to support predictive modeling. These capabilities are all accessible from and embedded within the Health Insights user interface. The DCG methodology classifies patients using diagnostic and demographic information and the risk scores can be updated each time your database is updated. Incorporating the DCG model provides a factual starting point for discussions about “whose patients are sicker” and the implications of illness burden on cost and optimum resource use. This financial modeling capability is complemented by the ability to identify gaps in care, which can serve to forewarn the plan of pending clinical issues.</p> <p>DCGs provide the following advantages over other risk adjustment methods:</p> <ul style="list-style-type: none"> • Prospective as well as current risk scores: This greatly improves predictive accuracy. For example, patients with acute illnesses such as appendicitis will have a high current risk score but a low prospective risk score. • Independently validated predictive accuracy: The Society of Actuaries has found that the DCG method has higher predictive powers than several competing methodologies. • Easily understood, widely used and accepted: Introduced in the mid-1980s, the DCG methodology is the most broadly used risk adjustment method today. • Compatible with our methods and systems: The DCG methodology can be used with Medical Episode Grouper (MEG) to further enhance medical management and provide risk-adjusted episodes.
Quality Rules Engine (QRE)	<p>The QRE methodology calculates complex industry-standard quality measures that reflect evidence-based medicine. QRE handles sophisticated logic to look across eligibility, claims, condition-specific data, and the physicians providing services to a patient. Users of</p>

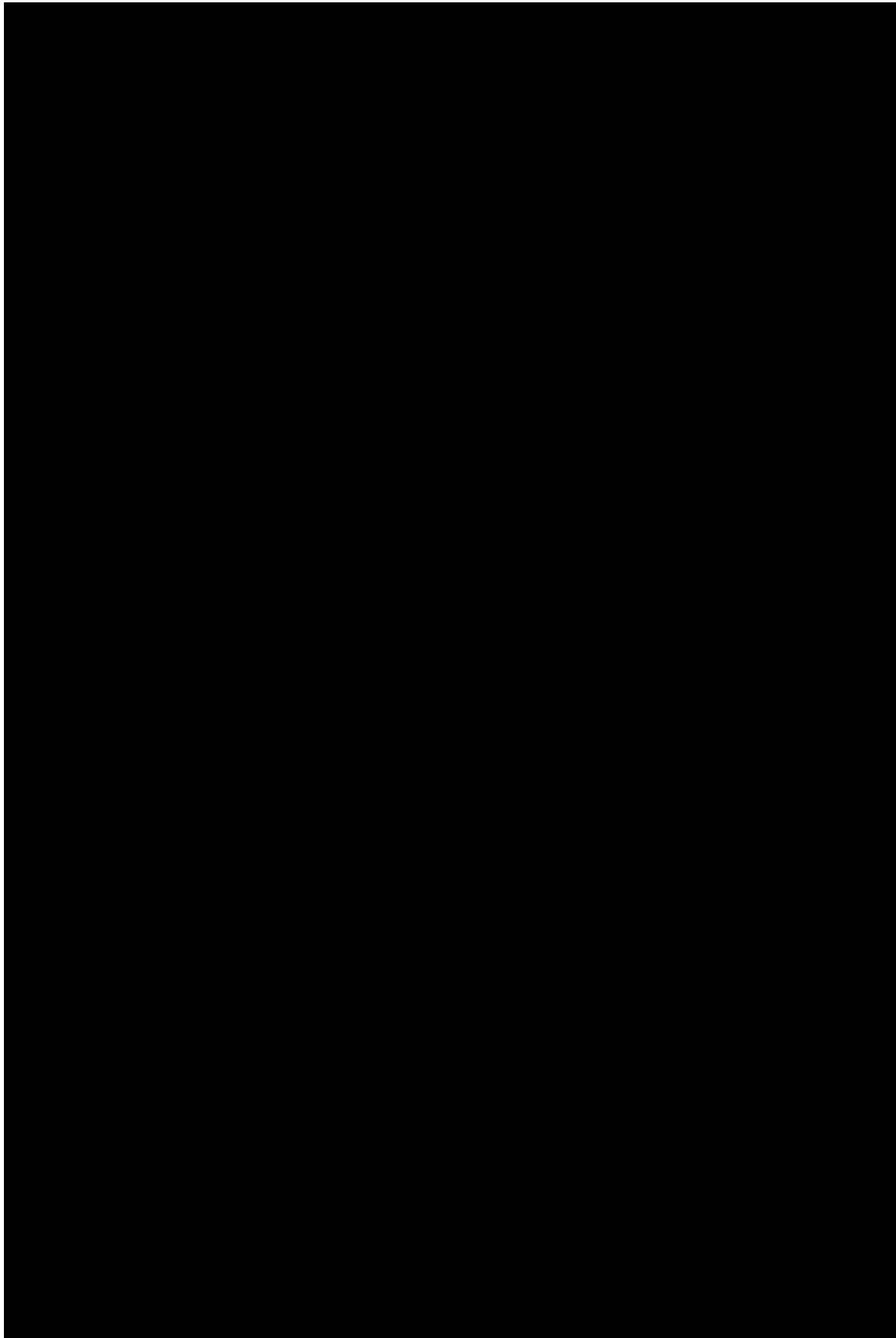
	<p>QRE can evaluate the completeness of care delivered, both at the patient level and across patients for a single provider. These measures are often utilized to observe plan performance, evaluate providers, and improve care management outreach.</p> <ul style="list-style-type: none"> • The Quality Measures Engine can help with: • Comparing and analyzing performance of physicians, plans or other entities • Monitoring compliance over time or against goals or best practices • Evaluating return on investment (ROI) on program performance • Identifying gaps in patient care • Stratifying patients for intervention or education • Evaluating the financial impact of non-compliant care, inappropriate care, and under- or over-utilization <p>We have developed several measure packages, all of which are defined in accordance with national standards or evidence-based guidelines. The following measure packages are included with our Quality Rules Engine offering for you:</p> <ul style="list-style-type: none"> • Physician and Health Plan Focused: Over 100 HEDIS-certified (Allowable Adjustment) care metrics. This rule package includes performance measures certified using the HEDIS Rules of Allowable Adjustment by the National Committee for Quality Assurance (NCQA) using the HEDIS Technical Specifications. The package also contains the administrative Medicare Advantage Star measures. • Low Value Care: Identifies services performed that research has indicated do not provide positive insights or results and potentially have negative effects on patients (based on Choosing Wisely campaigns). These measures are derived from evidence-based lists of services that provide minimal clinical benefit as well as identify potential savings, explore geographic practice variation, and assess provider performance. • Medication Management Focused: Industry-standard medication adherence measures defined by the Pharmacy Quality Alliance (PQA). The measures assess patient compliance for the same drug or for another drug in the same therapeutic class within the measurement year.
Medical Episode Grouper (MEG)	<p>Our proprietary grouping methodology is a rigorous, clinically rich episode construction methodology that incorporates inpatient, outpatient, and drug experience into clinically relevant episodes of care. Using the episode group as the unit of analysis, analysts can perform comprehensive profiling of physicians and other providers. Episodes also give you the ability to evaluate chronic disease management programs and analyze services delivered to a patient for treating or preventing health problems.</p> <p>MEG and other episode groupers in the market share many of the same basic capabilities. We believe that MEG has the following competitive advantages over other available groupers:</p>

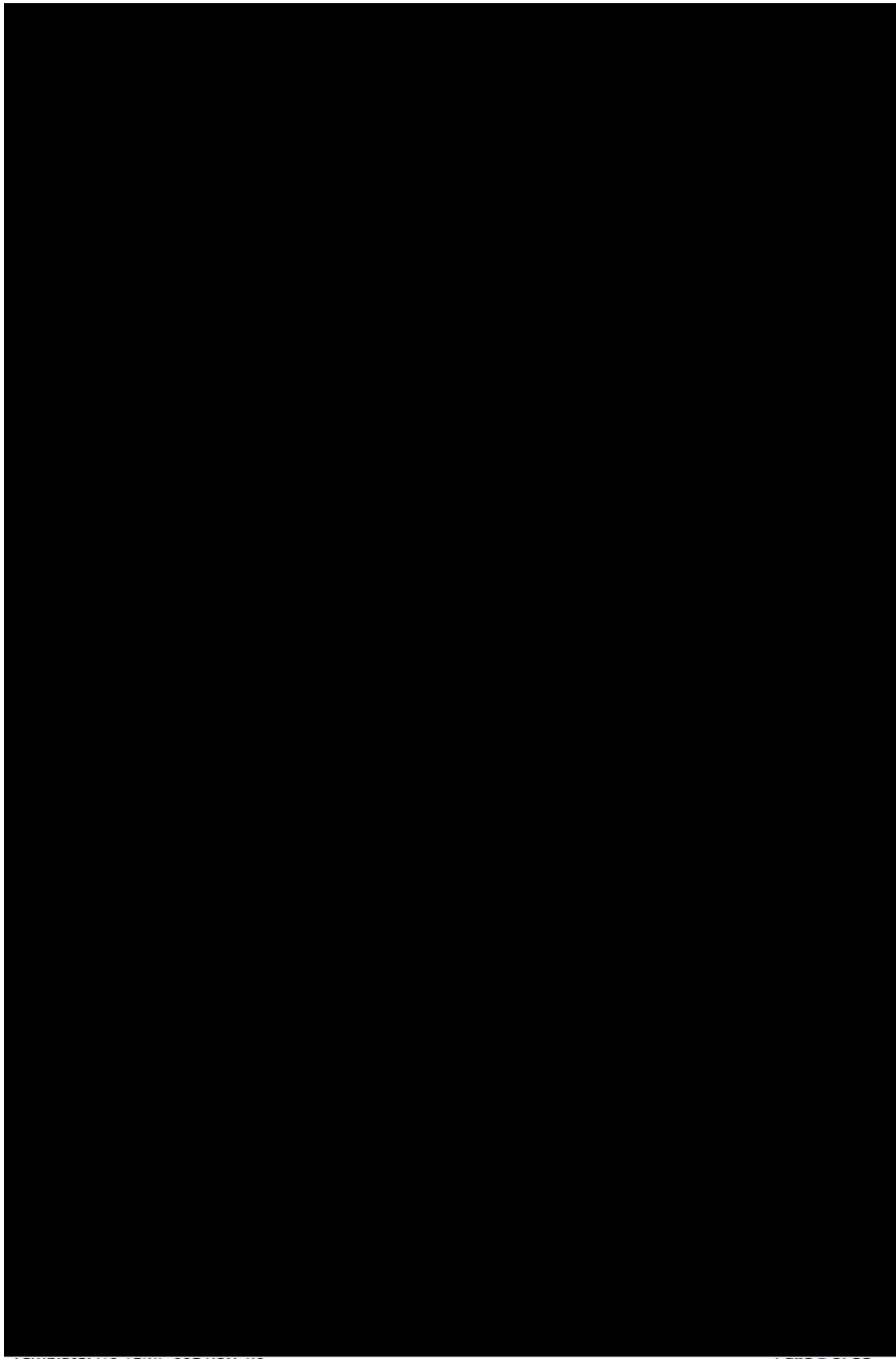
	<ul style="list-style-type: none"> • Episodes are severity stratified, allowing for more accurate provider and improvement decisions. • Episodes, and the assignment of severity of illness within them, are built independently of treatments so that inconsistent/inappropriate care can be easily identified. Other groupers assign risk adjustment based on procedure codes. This confounds fair evaluation of providers because the comparisons are made based on groupings in which the same treatment is delivered. • We base MEG on Disease Staging, our highly regarded, peer reviewed disease model, making physician buy-in and leadership easier. Since its introduction in 1984, our Disease Staging severity of illness methodology has been used and tested extensively in published research studies. • Other groupers are often criticized for having too many categories that are not clinically actionable from a performance improvement perspective. Although MEG has many episode categories, they are severity-stratified and may also be categorized into larger component groupings, making them more clinically actionable.
Inpatient Admission Grouper	<p>The Admission Build, or “Inpatient Grouper,” summarizes all services for a patient that occurred during an acute inpatient confinement episode. To accomplish this, the Admission Build software enhances data by assigning Major Diagnostic Categories (MDCs) and Diagnosis Related Group (DRGs), admission type, procedure groups, and Disease Staging classifications. We assign MDCs and MS-DRGs to inpatient facility claims using the standard MS-CMS Grouper. MDC information is useful for comparing healthcare use and costs between populations for general medical conditions and gaining an overview of the diagnostic mix of claims for members. MS-DRG information provides a standard for comparing the cost and use of medical services for cases that are medically similar.</p> <p>These clinical enhancements are critical for supporting comparisons to normative data and making fair comparisons between providers. Classifications of inpatient admissions by admission type, which is determined by the case’s MDC and DRG, are also available for users. There are five broad admission type classifications: (1) surgical, (2) medical, (3) maternity/newborn, (4) psychiatric and substance abuse, and (5) other/unknown.</p>
Outpatient Episode Grouper (OPEG)	<p>Our proprietary OPEG groups more than 1,000 single and combination ambulatory procedures focused on major outpatient surgical, invasive diagnostic, and major radiology claims to identify and build procedure based events of care (for example, total hip replacement). There is a growing need for such outpatient grouping, as more and more surgical procedures previously done in hospitals are now being performed in outpatient settings. By creating a single unit of analysis for each major event, OPEG helps you answer business questions such as the true and total cost and use of outpatient treatments like arthroscopic knee surgery and tympanostomies.</p> <p>OPEG is an analytic methodology that relies on statistical relationships and clinical rules to create distinct outpatient “events” out of administrative claims data. Each event represents a single encounter between a patient and the healthcare system for a major outpatient procedure (a surgical, nonsurgical invasive, or major imaging procedure). Each</p>

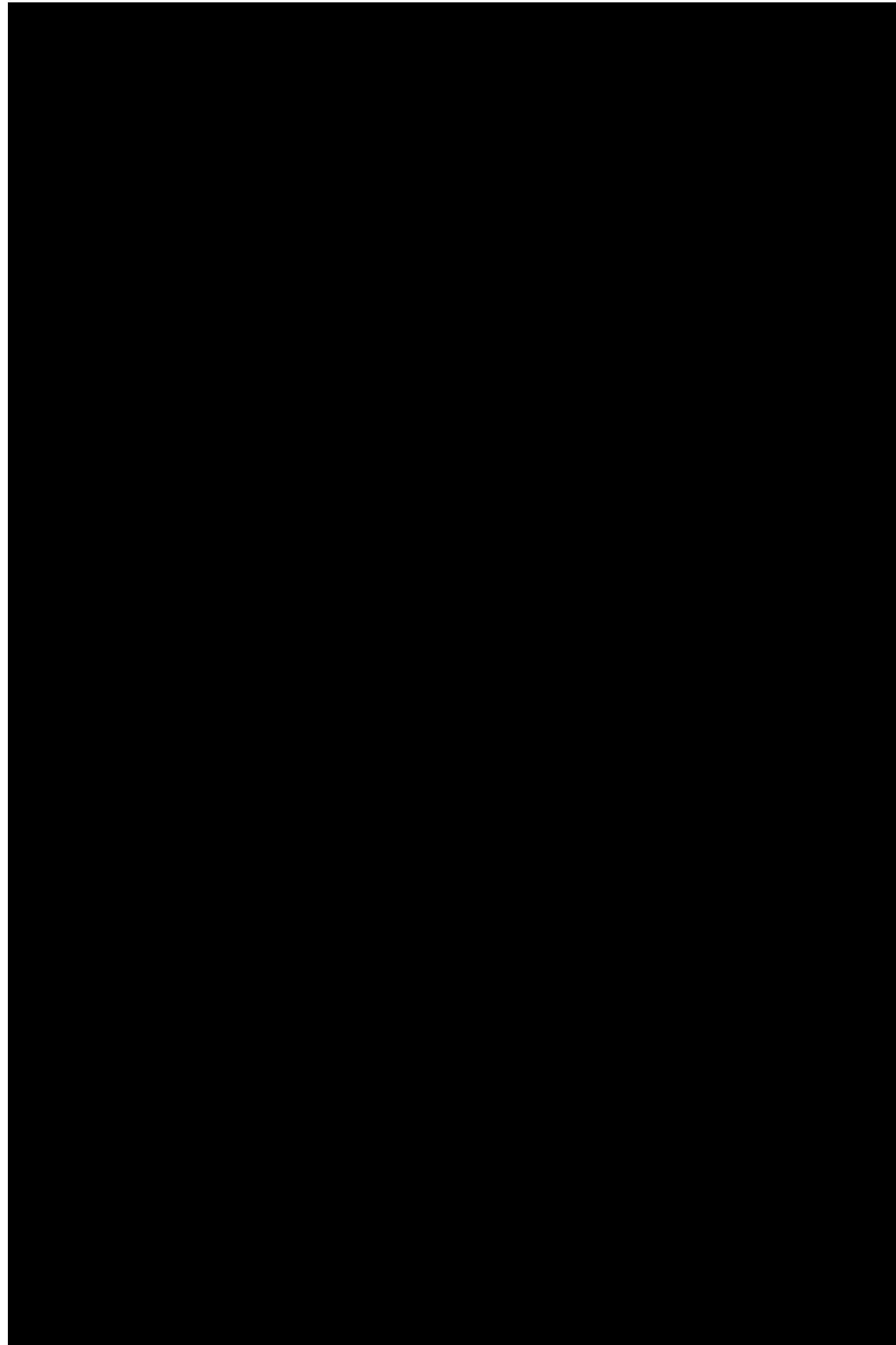
	event incorporates all of the services that were part of that specific encounter, including both the facility and professional care elements.
Service Categories	<p>A proprietary grouping of healthcare services into predefined “buckets,” service categories assign all services from facility, professional, and drug claims, as well as non-claim payments such as capitation amounts and premium payments, to a standard set of categories. This enables you to see how your healthcare dollars are being spent by providing mutually exclusive groupings of healthcare services that sum to the total. There are over 500 detailed groups, which can be reported at the detail level or rolled up to either the intermediate level (~70 categories) or to the highest level (~10 categories).</p> <p>By using these categories, decision-makers can accurately evaluate the success of programs designed to manage the cost and quality of healthcare across the continuum of care in all delivery settings.</p>

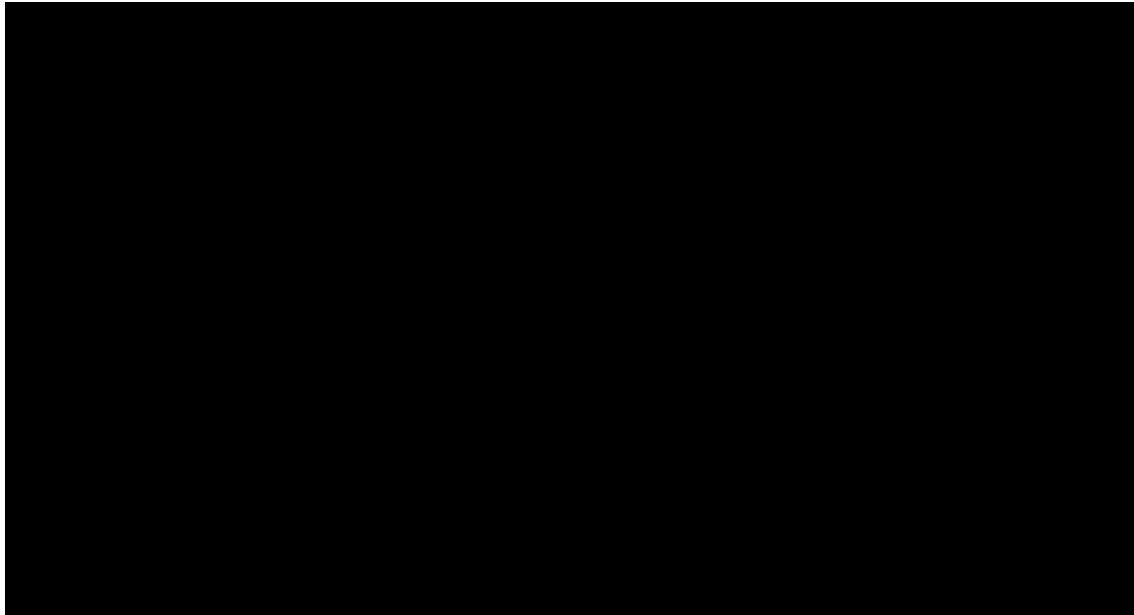
Appendix F: Health Insights Security Policy











Appendix G – Acceptance Testing Plan



AUGUST 1, 2024

Acceptance Test Plan (ATP)

New York State Health Insurance Program (NYSHIP) Decision Support System (DSS)

The following Acceptance Test Plan may be modified based on specific needs identified or at the request of the Department of Civil Service (DCS). All changes will be mutually agreed upon by DCS and Merative. The Resources Required, Roles of Staff, Process for Resolving Test Issues, Acceptable Test Outcomes, Reporting & Analysis of Test Results and Department/Merative Signoff Process are all detailed in Section 3.2.1.c of the Duties & Responsibilities section of the Implementation Plan and Project Services. Additional information may be added for specific tests within the ATP at the request of DCS. The duration of the testing period is March 9-20, 2026. Each “Test” outlined below may be made up of multiple reports or analyses to fulfill the requirement.

RFP Section & Requirement		Nature & Duration of Test(s)			
		Test Number	Test Category	Test Name	Test Description
RFP Section 3.3 – Data Management Requirements Duties & Responsibilities					
3.3.1.a	a. The Offeror must provide a methodology satisfactory to the Department for archiving historical data and retrieving archived data, should the Department choose to utilize such services. The Department requires a minimum of seven (7) years of complete Plan data in addition to the current year's data to be accessible through the DSS.	1	Capabilities	Database Size	Validate the number of months of data available in Health Insights.
3.3.1.b	The Offeror must develop and provide the Department with complete documentation of the DSS which includes a complete description of the meaning of the information and any relationships between the information (metadata) that is available from the DSS.	2	Documentation	Database Documentation	Review database documentation, including the Data Management Guide and Field Descriptions Guide
3.3.1.c	The Offeror must make any changes needed to update Data Provider fields and layouts at no additional cost or charge against consulting hours. This can include when one of the Empire Plan vendors updates their standard layout. This does not include circumstances where the Department is requesting custom fields within the DSS outside of the standard layouts and fields routinely sent by Data Providers.	3	Adherence	N/A	No Test – Merative Acknowledges and adheres to this requirement.
3.3.1.d	The Offeror's DSS adheres, to the extent applicable, to Appendix C, Information Security Requirements, which includes that all Confidential Information, including Protected Health Information is not permitted to be hosted, maintained, stored, processed or otherwise accessed outside CONUS (Contiguous United States).	4			No Test – Merative acknowledges and adheres to this requirement.

RFP Section & Requirement		Nature & Duration of Test(s)			
		Test Number	Test Category	Test Name	Test Description
3.3.1.e	The Offeror must load enrollment and claims data received from the Department or from a Data Provider within 15 Business Days of receipt of valid data. The DSS currently has data from the five (5) following Data Providers: State of New York (NYSHIP eligibility data); Anthem Blue Cross (hospital program claims data); UnitedHealthcare (medical/surgical claims data); Caredon (mental health and substance use disorder claims data); and CVS/Caremark (prescription drug claims data). In addition, the Department plans to load Dental claims data from Anthem Blue Cross and has included the file layout as Exhibit 11, as this should be considered part of Project Services for this RFP.	5	Capabilities	Data Sources	Verify data and data sources loaded into the DSS are those expected and are loaded in the time period identified in the project plan.
3.3.1.f	The Offeror must have the ability to load data from additional providers should the Department add a new Data Provider.	6	Capabilities	Data Sources	No Test – Merative acknowledges and adheres to this requirement.
3.3.1.g	The Offeror must work with the Department to define specifications such as the method of transmission, frequency of data exchange, and format of the enrollment and claims data feeds.	7	Capabilities	Data Specifications	An approved specification delivered to NYSHIP, including method of transmitting data, frequency of data exchange and claim format for each data feed.
3.3.1.h	The Offeror must have a secure method to accept data during transmission that complies with applicable Federal and State laws, rules and regulations including, but not limited to Health Insurance Portability and Accountability Act of 1996 (HIPAA) and Appendices A, B, and C included in this RFP.	8	Security	Data Receipt & Transmission	Data will be submitted by NYSHIP and received securely by Merative for the build of the UAT database.
3.3.1.i	The Offeror must use an encryption methodology for data that resides in the DSS that masks the identity of an individual but still provides the means to link together an individual's claim and	9	Security	Security Views and Identifiers	Validate that identifiers are masked. Validate that two security views are enabled for ad hoc reporting. Level 2 users will have access to encrypted information that links an individual's claim and coverage history. Level 1

RFP Section & Requirement		Nature & Duration of Test(s)			
		Test Number	Test Category	Test Name	Test Description
	coverage history without disclosing the individual's social security number or other personal identification indicator. In addition, designated Users must be provided with decryption capability, and/or security level, to associate claim and coverage history to a specific identifiable individual. The proposed encryption methodology must ensure all individually identifiable health information is protected in compliance with applicable Federal and State laws, rules and regulations including, but not limited to HIPAA.				users will also have access to unencrypted (identifiable) information linking an individual's claim and coverage history. Level 1 users will have access only to Management Reports.
3.3.1.j	Prior to loading, data quality assurance tests must be performed by the selected Offeror. Changes to the data to ensure that only data that has passed required validation edits, or to enhance the overall integrity of the DSS, will be the duty and responsibility of the Offeror working in conjunction with the Data Providers and with Department approval. Areas to be addressed through the data quality assurance process should include, at a minimum:	10	Data Quality	Data Quality	See data quality tests in sections 3.2.1.j.i-3.2.1.j.ix below.
3.3.1.j.i	Data field format incompatibility errors	11	Data Quality	Data Quality 1	Review field formats are as expected. Note that this data check is done automatically by the Merative data submission system and the file is rejected if file formats are not as expected.
3.3.1.j.ii	Missing data	12	Data Quality	Data Quality 2	Review fields with missing data and compare to expected % by carrier.
3.3.1.j.iii	Field value edits	13	Data Quality	Data Quality 3	Review valid values submitted by carriers and compare to expected.
3.3.1.j.iv	Data integrity validation appropriate to file specifications	14	Data Quality	Data Quality 4	Review control totals reports to compare to expected.
3.3.1.j.v	Data validation with external sources	15	Data Quality	Data Quality 5	Review control totals reports to compare to expected.
3.3.1.j.vi	Data calculation errors	16	Data Quality	Data Quality 6	Validate calculated fields, including relationship of financial fields.
3.3.1.j.vii	Duplicate information within a single file	17	Data Quality	Data Quality 7	Perform checks to identify duplicative data; if found, determine appropriate

RFP Section & Requirement		Nature & Duration of Test(s)			
		Test Number	Test Category	Test Name	Test Description
					approach to remove duplicate records and/or aggregate information into complete records.
3.3.1.j.viii	Submission of duplicate files	18	Data Quality	Data Quality 8	Validate submission of duplicate files, if any.
3.3.1.j.ix	Follow up with a Data Provider(s) to ensure the Data Provider corrects identified data errors and resubmits the corrected data.	19	Data Quality	Data Quality 9	Validate communication to data suppliers requesting corrected data.
3.3.1.k	The Offeror must be able to accept data in a variety of formats and media on a monthly basis from the Department and other Data Providers. See Exhibits 1-11 for information on formats, media, and frequencies of data updates by Data Providers. The data must be loaded in the DSS maintained by the Offeror.	20	Capabilities	Data Submission	Review data submission log and compare to tape sheet to show that all needed data was loaded to the UAT build.
3.3.1.l	A copy of the interface requirements given to the Data Providers by the Offeror must also be supplied to the Department. The Department reserves the right to review, request clarification, and/or suggest modifications to the interface requirements ultimately given to the Data Providers.	21	Documentation	Interface Requirements	Verify receipt of data interface requirements within 30 business days of contract award and/or 30 business days of notification of change.
3.3.1.m	Upon changes in NYSHIP Insurers and/or benefit administrators, the Offeror must provide its interface requirements to the new Insurer or benefit administrator within thirty (30) Business Days of notification of the change by the Department.	22	Documentation	Interface Requirements	Verify receipt of data interface requirements within 30 business days of contract award and/or 30 business days of notification of change.
3.3.1.n	DSS Update Guarantee: The Offeror must ensure that the data supplied by the Data Providers will be processed through quality assurance testing and, if the data as submitted meets the standards, the data will be loaded in the DSS no later than fifteen (15) Business Days from receipt of the data from	23	Capabilities	Update Schedule	Review database update process and schedule to ensure process will deliver the updated database within 15 business dates of receipt of data.

RFP Section & Requirement		Nature & Duration of Test(s)			
		Test Number	Test Category	Test Name	Test Description
	each Data Provider. This guarantee does not apply to data model changes, new data providers or types, or reprocessing of previously processed data due to Data Provider error.				
RFP Section 3.4 – User Requirements Duties & Responsibilities					
3.4.1.a	Users will be individuals employed by the Department as well as individuals designated by the Department as Users, which may include staff from various New York State agencies. All Users will not have the same level of access and permissions. No User will have the capability to change data in the DSS. The Department is requiring a minimum of two (2) levels of access for up to 50 total Users.	24	Security	Security Views	Validate that two security views are enabled for ad hoc reporting. Level 2 users will have access to encrypted information that links an individual's claim and coverage history. Level 1 users will also have access to unencrypted (identifiable) information linking an individual's claim and coverage history.
3.4.1.a.i	Level 1 User: Level 1 Users will have full access to all features/functions of the delivered DSS and have the highest level of security permissions granted by the Department, including the ability to view individual claim level data.	25	Security	Security Views	Level 1 users will also have access to all features/functions of the DSS, including unencrypted (identifiable) information.
3.4.1.a.ii	Level 2 User: Level 2 Users will have access to all features/functions of the delivered DSS but will have restrictions placed on security permissions (i.e., the User will not have access to any individually identifying information).	26	Security	Security Views	Level 2 users will have access to encrypted information that links an individual's claim and coverage history.
3.4.1.b	The Department requires that at least half of all eligible Users be able to access the DSS at the same time and view, query, export, or extract information.	27	Capabilities	Access	Users are able to view, access, manipulate, compare and analyze data by running queries and developing non-standard (ad hoc) reports, and reports may be exported to other standard applications. All users, at all levels, will be able to access the solution concurrently without limitations.
3.4.1.c	User training is required throughout the term of the Contract at no additional cost to the Department. The Offeror must provide a training plan that is tailored to Level 1 and	28	Training	Training Plan	NYSHIP has received a training plan which includes this.

RFP Section & Requirement		Nature & Duration of Test(s)			
		Test Number	Test Category	Test Name	Test Description
	Level 2 Users and their assigned permissions.				
3.4.1.d	Training for those Users the Department identifies for utilizing additional data analysis tools, which includes the ability or functionality to query, download, and compare very large amounts of data by using Python or equivalent data mining and analysis tools.	29	Training	Training Plan	NYSHIP has received a training plan which includes this.
3.4.1.e	At the Department's discretion, the training plan must include proficiency testing of Users and, if necessary, additional training as required based on results of testing to ensure the DSS training goals and outcomes are achieved with said additional training, if any, at no additional cost to the Department. On-Demand training must be available, at the Department's request, on an ongoing basis to train new Users and, to train/advise Users of system changes and upgrades.	30	Training	Training Plan	NYSHIP has received a training plan which includes proficiency testing.
3.4.1.f	The DSS design and operation must conform to applicable Federal and State laws and regulations regarding accessibility standards for persons with disabilities. See Appendix B, Standard Clauses for All Department Contracts, for additional Accessibility requirements.	31	Capabilities	Disabilities	The DSS solution conforms to applicable laws and regulations regarding accessibility standards for persons with disabilities.
3.4.1.g	User support documentation must be provided as applicable to each User Level. The documentation must be provided for all Users, in downloadable electronic versions, preferably PDF. User support documentation must include, but not be limited to: <ul style="list-style-type: none"> i. User Manuals, quick reference guides; ii. Data Dictionary with applicable crosswalks to 	32	Documentation	Database Documentation	Review database documentation, including the Data Management Guide and Field Descriptions Guide.

RFP Section & Requirement		Nature & Duration of Test(s)			
		Test Number	Test Category	Test Name	Test Description
	carrier data field names; and iii. Updates as appropriate to correspond to DSS upgrades/changes.				
3.4.1.h	Access to both online and telephonic support/Help Desk must be available to all Users regardless of User Level. Telephone and online support services, (e.g. help screens, frequently asked questions (FAQs)), must be available during regular business hours, defined as, Monday – Friday 8:00 a.m. to 5:00 p.m. ET. The Offeror must be able to respond to all requests for assistance within four (4) business hours of the initial request and provide a proposed timeline for resolution of the identified issue. The proposed timeline will be subject to mutual agreement by both the Department and the selected Offeror.	33	User Support	User Support Access	All users, regardless of level, have been granted telephonic and online access to the Merative Product Support Portal. Live support services are available Monday – Friday 8:00 a.m. to 5:00 p.m. ET. and all requests will be responded to with an initial response time of a maximum of (4) business hours.
3.4.1.i	The Offeror must identify all Software and hardware requirements, (e.g., compatible browsers, including release version), for remote Department IT assets (i.e.; laptop, desktop, mobile, etc.) utilization of the DSS. The Offeror's requirements are subject to Department approval.	34	Software Requirements	Software Requirements	NYSHIP has been provided information on all software requirements for access to the DSS.
3.4.1.j	The Offeror must provide authenticated connectivity to the Hosted Application using standard security protocols and encryption in compliance with Appendix C, Information Security Requirements.	35	Software Requirements	Secure Access	The DSS is accessible through a secure internet-based service that meets Appendix C requirements.
RFP Section 3.5 – Analytical Capabilities Duties & Responsibilities					
3.5.1.a	Integrate data for all clinically related services for one patient for a discrete diagnostic condition, from the point the initial treatment is identified until treatment is completed, into an episode of care. The DSS must identify the codes (e.g. ICD-	36	Episodes	Episode Report	Report on episodes of care, compared to benchmarks, to show that clinically related services are grouped together. Review provided documentation on clinical coded criteria. Create custom clinical groupings using Subset methodology, if necessary to meet NYSHIP needs.

RFP Section & Requirement		Nature & Duration of Test(s)			
		Test Number	Test Category	Test Name	Test Description
	10, DRG) used in defining the episode and provide the User with the ability to exclude codes and/or include additional codes as the User deems appropriate.				
3.5.1.b	The DSS must have the capability to analyze episodes of care in relation to regional and national benchmarks and, to allow a method for comparing Empire Plan payment rates (with the exception of pharmacy) to CMS payment rates.	37	Episodes	Episode Report	Report on episodes of care, compared to benchmarks, to show that clinically related services are grouped together. Review provided documentation on clinical coded criteria. Create custom clinical groupings using Subset methodology, if necessary to meet NYSHIP needs.
3.5.1.c	Conduct analysis of individual member's claims experience through unique member identifiers provided in Empire Plan eligibility data.	38	Eligibility	Unique Member Identifiers	Report on the unique member identifiers in the eligibility data.
3.5.1.d	Conduct analysis by member demographics such as Benefit Plan, Benefit Program, and Medicare status.	39	Eligibility	Demographics	Report on member counts in various demographic fields, including Benefit Plan, Benefit Program and Medicare Status.
3.5.1.e	Perform analysis of provider billed, allowed and paid amounts, frequency and complexity of services rendered, geographic location, and other utilization and profiling indicators.	40	Provider	Provider Amounts	Report on financial and utilization metrics by provider, including procedure groups and provider location.
3.5.1.f	Perform analysis on diagnostic related groups, including those defined by the ICD-9 and ICD-10 international classification of diseases and American Psychiatric Association DSM codes.	41	Claims	DRGs	Report on DRGs and associated diagnosis codes.
3.5.1.g	Conduct analysis based on medical and hospital service codes including CPT, DRG, and revenue codes.	42	Claims	Procedure & Revenue Codes	Report on procedure and revenue codes by provider
3.5.1.h	Allow analysis and evaluation of Empire Plan utilization based on provider participation status.	43	Provider	Provider Participation	Report on provider plan participation.
3.5.1.i	Perform analysis of prescription drug data at the National Drug Code (NDC) level-based ingredient cost, utilization, therapeutic class,	44	Claims	Drug Metrics	Report on drug financial and utilization metrics.

RFP Section & Requirement		Nature & Duration of Test(s)			
		Test Number	Test Category	Test Name	Test Description
	Preferred Drug List (PDL) status, and specialty and compound drug indicators; allow Users to model various strategies designed to contain costs while enhancing the therapeutic value of PDL drugs.				
3.5.1.i	Model and analyze potential benefit changes and evaluate cost containment strategies.	45	Modeling	Benefit Modeler	Run modeling scenarios using Benefit Modeler
3.5.1.j	Model and analyze potential benefit changes and evaluate cost containment strategies.	46	Analytic	Cost and Utilization Reports	Report on cost and utilization metrics on a variety of fields, including Service Categories.
3.5.1.k	Conduct analysis based on the Offeror's unique and/or proprietary analytic categories and classifications to provide Users with enhanced insight and understanding of Plan costs, utilization, and outcome measures.	47	Analytic	Cost and Utilization Reports	Report on cost and utilization metrics on a variety of fields, including Service Categories. Report on NCQA quality measures using Quality Rules Engine (QRE).
3.5.1.l	Review data at the claim level to ensure claims are paid in accordance with the Plan's benefit design.	48	Analytic	Reconciliation Reports	Sample a few claims to ensure they reconcile with what is expected by Department and Data Providers
3.5.1.m	Export, manipulate, and view large amounts of records, including millions of rows of data for use in audit and data mining. This must include the ability or applications to query, download, and compare very large amounts of data by using Python or equivalent data analysis tools. Training is to be conducted during the Implementation Period. Training will ensure users can utilize applications to the User's satisfaction in order to export, mine, and analyze data.	49	Capabilities	Data Science Connect	Test that Data Science Connect and Python can be used to download and consolidate large sets of data.
RFP Section 3.3.6 – Query and Reporting Capabilities Duties & Responsibilities					
3.6.1.a	The DSS must provide a web-based query tool that allows designated Users to, at a minimum:	50	Capabilities	Queries 1	Users successfully run a variety of queries

RFP Section & Requirement		Nature & Duration of Test(s)			
		Test Number	Test Category	Test Name	Test Description
3.6.1.a.i	Access all claims and enrollment files and attributes.	51	Capabilities	Queries 2	Users run set of reports on all enrollment and claim level attributes. Note, only Level 1 users will have access to unencrypted (identifiable) information.
3.6.1.a.ii	Provide the capability to view claim information on both a "paid" and "incurred" basis.	52	Capabilities	Queries 3	Report on both paid and incurred separately and in the same report.
3.6.1.a.iii	Link data for analysis	53	Capabilities	Queries 4	Users run queries data across tables, such as eligibility, medical claim and drug claim information on one report.
3.6.1.a.iv	Select subsets of data fields and/or summary or statistical information	54	Subsets	Subsets & Summary Measures	Reports can be limited by subsets of data and/or summary measure information.
3.6.1.a.v	Perform flexible filtering of data through pre-defined groups, (Active vs. Retiree, Benefit Program, etc.), as well as user-defined groups, for those Users with the highest level of privileges:	55	Subsets	Defined Groups	Users can run reports on both pre-defined and user-defined groups for select dimensions.
3.6.1.a.v.1	To set criteria so that only desired records and/or information is returned. Users should have the ability to select criteria such as relationship, employee status, age, gender, service type, service location, provider type, and/or diagnostic groupings, (e.g. ICD-9, ICD-10 codes, DRGs), as requested;	56	Subsets	Subsets & Summary Measures	Reports can be limited by subsets of data and/or summary measure information. As a sample test reports with Provider Type, Relationship and Employee Status
3.6.1.a.v.2	Utilize "built-in" analytics such as groupings for chronic conditions, preventive care measures, and identification of "avoidable admissions;"	57	Measure	Standard Content	Report on standard preventive care measures and avoidable admissions.
3.6.1.a.v.3	Sort selected subsets of records or information based on multiple sort criteria	58	Sorting	Sorting	Sort report results on multiple sort criteria in NetEffect, Record Listing and on ad hoc reports.
3.6.1.a.v.4	Save query design for future reference and use.	59	Saving	Save Queries	Query designs can be saved for later use in NYSHIP DSS.
3.6.1.b	The DSS must provide benchmarking capabilities that, at minimum:	60	Benchmarking	Benchmarking	See testing reports for Test Number 60 and Test Number 61
3.6.1.b.i	Use and provide full access to files containing standard industry accepted norms including, but not limited to, national, regional, state, and county as grouped by member and provider zip codes, for benchmarking analysis. In addition, the DSS must have the ability to create norms from internal data for comparison purposes; and	61	Benchmarking	Benchmarking 1	Review reports comparing external norms, and norms based on the NYSHIP data within the DSS solution.

RFP Section & Requirement		Nature & Duration of Test(s)			
		Test Number	Test Category	Test Name	Test Description
3.6.1.b.ii	Provide the capability for comparison of claim experience, enrollment experience, and provider practice/treatment patterns to the normative standards.	62	Benchmarking	Benchmarking 2	Review reports that include claims, enrollment and provider experience to benchmarks.
3.6.1.c	The DSS must have web-based reporting capabilities that provide Users the option:	63	Capabilities	General Capabilities	See testing reports for Test Numbers 64-66 below
3.6.1.c.i	To save query results in a permanent file (i.e. table or data file) that can be exported/imported utilizing standard Microsoft Office applications (e.g. Access, Excel, Word);	64	Capabilities	Exporting	Query results are exported to standard formats to be imported by Microsoft applications.
3.6.1.c.ii	to utilize copy and paste functions	65	Copy & Paste	Copy & Paste	Report values can be included by copying and pasting into the report template; Query results can be copied and pasted into Microsoft applications.
3.6.1.c.iii	to allow Users the capability to store and reuse report templates.	66	Saving	Save Queries	Query designs can be saved for later use in ad hoc reporting and in NetEffect.
3.6.1.d	The DSS must have ad hoc analysis capability (e.g. trend analysis and premium development) and provide the capability for Users to define/produce reports required to meet their needs for a particular project or analysis.	67	Analysis	Project Specific	Users can select a needed project to test as a sample to show that needed reports can be generated.
3.6.1.e	The DSS must provide the capability to deliver pre-defined reports electronically. Examples of such reports that the Department may request include, but are not limited to:	68	Electronic Delivery	Electronic Delivery	See testing reports for Test Numbers 68-72 below
3.6.1.e.i	Utilization reports by enrollee, patient, and/or provider;	69	Electronic Delivery	Electronic Delivery	Report on enrollee, patient, or provider and deliver electronically.
3.6.1.e.ii	Provider reports that include use and cost performance details for physicians, hospitals and networks;	70	Electronic Delivery	Electronic Delivery	Report on cost and utilization by Provider and In/Out of Network, and deliver electronically.
3.6.1.e.iii	Monthly Paid Claims Updates;	71	Electronic Delivery	Electronic Delivery	Report on Paid Claims by Month and deliver electronically.
3.6.1.e.iv	Cost trend reports that reflect overall trend by type of service including hospital admissions, mental health/substance abuse care, pharmacy utilization, and medical services; and	72	Electronic Delivery	Electronic Delivery	Report on Trends and deliver electronically.

RFP Section & Requirement		Nature & Duration of Test(s)			
		Test Number	Test Category	Test Name	Test Description
3.6.1.e.v	Quarterly and Annual Plan summary reports.	73	Electronic Delivery	Electronic Delivery	Summary Reports and deliver electronically.
RFP Section 3.7 – Consulting Support Services Duties and Responsibilities					
3.7.1.a	Once the DSS is fully operational to the Department's satisfaction, the selected Offeror must provide, up to 800 hours of consulting support services during the balance of the term of the Contract, at no additional cost to the State.	74	Consulting	Consulting Plan	NYSHIP receives agreement of a minimum of 800 hours of consulting to be used on both data management or analytic consulting projects of their choice.
3.7.1.b	The Consulting Support Services must provide analytical support and expert guidance in relation to clinical topics, or statistical data analysis in relation to special or exigent projects requiring a more complex level of data review and study beyond the support provided by the Offeror's dedicated staff member. [Note: These services are separate and apart from User Training, either initial or incremental ongoing User Training. Examples of Consulting Support Services include, but are not limited to:	75	Consulting	Customer Support	See testing reports for Test Numbers 75-77 below
3.7.1.b.i	Creating and loading custom fields from Empire Plan vendor data, including diagnosis-related groups for hospital data and ordering provider state code, ordering provider zip code, and generic product indicator for prescription drug claims.	76	Training	Customer Support	NYSHIP has received a training plan which includes this.
3.7.1.b.ii	Providing a custom report related to specialty drug pricing as billed by medical providers.	77	Training	Customer Support	NYSHIP has received a training plan which includes this.
3.7.1.b.iii	Proving clinical insights, such as completing a study comparing medical outcomes between different groups.	78	Training	Customer Support	NYSHIP has received a training plan which includes this.
3.7.1.c	The Offeror is expected to proactively provide recommendations of enhanced analytic projects or reports that may provide value. Contractor's time to research or provide recommendations	79	Consulting	Consulting Plan	Merative agrees that DCS has a minimum of 800 hours of consulting to be used on projects of their choice. We will provide a list of suggested projects that could be completed using the 800 consulting hours.

RFP Section & Requirement		Nature & Duration of Test(s)			
		Test Number	Test Category	Test Name	Test Description
	of enhancements will not reduce the number of consulting Hours. The Department will provide final approval before any consulting projects are to begin that would be charged against the balance of the 800 Consulting Support hours.				
3.7.1.d	Should the Department exhaust the 800 consulting hours the Offeror will quote in their Financial Proposal the fees for additional consulting hours in Attachment 21. Additional Consulting Support Services Fee Form.	80	Consulting	Consulting Plan	Merative agrees that once the 800 hours is exhausted DCS can purchase additional hours using the Attachment 21 fee schedule.
RFP Section 3.8 – DSS Operational Requirements Duties & Responsibilities					
3.8.1.a	The Department requires that the DSS be available in its entirety to Users Monday – Friday 8:00 a.m. – 5:00 p.m. ET (Normal Business Hours). To the extent possible, the selected Offeror must agree to schedule outages for required maintenance or system upgrades outside of Normal Business Hours. Any unavoidable maintenance or system upgrades that cannot be scheduled outside of Normal Business Hours and must take place during those hours must receive prior approval from Director of the Department’s Employee Benefits Division or his designee. The selected Offeror must provide the Department with, at a minimum, forty-eight (48) hour notice of all preventive maintenance and/or service interruption due to system upgrades or enhancements that may occur during Normal Business Hours.	81	Database Availability	Database Availability	<p>Insure that expected Downtimes are published in the analytic Status Meetings and Operational Status Meetings each month and that they occur on the weekends outside of Normal Business Hours.</p> <p>Merative agrees to provide DCS with the 48-hours-notice of unplanned downtimes.</p>
3.8.1.b	The Department’s point of contact in the Employee Benefits Division must be notified as soon as possible upon detection of any unscheduled interruption of Project Services. The notification must include the reason for the interruption and estimated timeframe for restoration of Project Services.	82	Notification	Notification	No Test - Merative acknowledges and will comply with this requirement.

RFP Section & Requirement		Nature & Duration of Test(s)			
		Test Number	Test Category	Test Name	Test Description
3.8.1.c	Within five (5) Business Days of the disruption, notification must be provided to the Department's point of contact upon full restoration of services and include an explanation of the cause and remedial steps taken to avoid a reoccurrence.	83	Database Availability	Unscheduled Interruptions	Notification plan for unscheduled interruptions will be put into place, including NYSHIP contact info, reason for interruption and estimated timeframe for restoration.
3.8.1.d	The Offeror must have physical safeguards in place that ensure Department data is secure from unauthorized persons and unauthorized access at all times. Technical safeguards must also be maintained to ensure that the data is stored in a secure manner and will be processed such that the confidentiality of the data is protected at all times. The Offeror must agree to provide both physical and technical security for this project in agreement with the policies, terms and conditions stated in this RFP, the resultant Contract and Appendices.	84	Security	Information Security Plan	Merative will provide the Health Insights Security Policy Table of Contents and associated SOC Reports.
3.8.1.e	The Offeror must have existing corporate policies and procedures in place regarding ethics, privacy, and security pertaining to the protection of client data and information. At minimum, the Offeror must, for the protection of NYSHIP DSS data and activities, agree to apply policies and procedures equal to Department policies and procedures and equal to or better than the policies and procedures in existence for other clients. Such effective, comprehensive policies and procedures must be maintained for NYSHIP data and information in perpetuity.	85	Security	Information Security Plan	Merative will provide the Health Insights Security Policy Table of Contents and associated SOC Reports.
3.8.1.f	f. The selected Offeror is required to provide the infrastructure to support the Hosted Application (DSS) and DSS Project Services at no	86	Capabilities	Software-as-a-Service	See Test Number 86-88 below.

RFP Section & Requirement		Nature & Duration of Test(s)			
		Test Number	Test Category	Test Name	Test Description
	additional cost to the Department. This includes:				
3.8.1.f.i	All hardware, software, personnel, maintenance, storage, and related processes and procedures;	87	Capabilities	Software-as-a-Service	No Test – Merative acknowledges requirement and will host and provide all upgrades as released to DCS at no cost.
3.8.1.f.ii	All security updates for systems and components; and	88	Capabilities	Software-as-a-Service	No Test – Merative acknowledges requirement and will host and provide all upgrades as released to DCS at no cost.
3.8.1.f.iii	All required hardware and software upgrades and enhancements.	89	Capabilities	Software-as-a-Service	No Test – Merative acknowledges requirement and will host and provide all upgrades as released to DCS at no cost.
3.8.1.g	The Offeror must establish technically sound quality assurance standards, techniques and tools including, but not limited to, the following:	90	Quality Assurance	Quality Assurance	Data management and product develop processes that follow quality assurance standards.
3.8.1.g.i	Operational procedures;	91	Quality Assurance	Quality Assurance	Merative has developed repeatable, auditable operational procedures for the various steps that go into building a DSS like yours. These processes ensure consistency in the implementation approach for the DSS, while also customizing the solution to the Departments requirements. The operational procedures cover all areas, from implementation, to file transfers, data standardization, data load, testing, issue resolution and ongoing DSS updates.
3.8.1.g.ii	Data naming standards;	92	Quality Assurance	Quality Assurance	We establish unique file names with each Data Provider to ensure the data files are appropriately linked with the NYSHIP data and the specific vendor. File names and standard naming conventions are maintained from the moment a file is generated through the conversion process and eventual load to the DSS.
3.8.1.g.iii	Standards and techniques for controlling data synonyms, aliases and versions;	93	Quality Assurance	Quality Assurance	Our ETL conversion tool (TREX) enables our data managers to ensure consistency in data loaded from NYSHIP's vendors. If changes to the conversion logic are needed, a new version of the transformation is created, maintaining a history of the previous logic. As we pull in data from different Data Provider in unique formats, we can standardize field names and ensure the appropriate

RFP Section & Requirement		Nature & Duration of Test(s)			
		Test Number	Test Category	Test Name	Test Description
					data element is used for each field in the DSS, regardless of the unique name used by each vendor.
3.8.1.g.iv	Standards for data characteristics;	94	Quality Assurance	Quality Assurance	Merative developed specific data characteristics, such as data types, field lengths, and numeric precision for all our standard fields. Additionally, we have defined possible valid values that can be loaded. Some standard fields, like plan, are unique to each client, so we're able to capture client specific values. These are defined during the DSS implementation and typically updated with each plan year change or a benefit design change.
3.8.1.g.v	Data design standards to ensure modularity, extensibility and flexibility, and to ensure the efficient and consistent use of the data;	95	Quality Assurance	Quality Assurance	Our database design process is based on decades of experience designing healthcare databases. Our Health Insights data model offers flexibility and customizations for each client. We use a modular design and we enable specific features, such as specific data types or aggregate, as needed for each client. In addition to the standard tables and fields available, we can further customize the model by adding custom tables and fields required by our clients. All data types, whether standard or custom, integrate seamlessly by listing each record to an eligibility record.
3.8.1.g.vi	Standards for data searching and cross-referencing techniques;	96	Quality Assurance	Quality Assurance	The Health Insights data model is used to define the dimensions and measures available for reporting. By standardizing the field names and definitions we can ensure a consistent user experience across our clients. Additionally, similar fields are grouped together and are easily be found in the catalog.
3.8.1.g.vii	Standards to control data redundancy;	97	Quality Assurance	Quality Assurance	Our file tracking and conversion process ensures that duplication of data doesn't occur. If duplicate files are received, duplicate files or files with overlapping dates are flagged for further investigation. The eligibility convert process also ensures that we only load one record per member per month.
3.8.1.g.viii	Standards for data views;	98	Quality Assurance	Quality Assurance	We set up security views in all our databases to control access for each users. All databases have a No PHI view, while clients with access to PHI

RFP Section & Requirement		Nature & Duration of Test(s)			
		Test Number	Test Category	Test Name	Test Description
					data also have a PHI view. Depending on each client's requirements additional views can be defined.
3.8.1.g.ix	Standards for database administration; and	99	Quality Assurance	Quality Assurance	Merative implemented industry standards for administering our databases, from using encryption to back-ups, user access and version control.
3.8.1.g.x	Test-of-correctness and objective measurements of quality.	100	Quality Assurance	Quality Assurance	We have developed data quality standards for each file we receive for the NYSHIP DSS. Each file received from the Data Provider is automatically validated against these established standards and outliers are flagged for a manual review. Your Account Team will determine whether a variance is expected, within an acceptable range or a cause for concern. If needed, they will reach out to the data vendor to either validate the data or request replacement files.
3.8.1.h	The Department requires that the Contractor have a thorough and detailed Disaster Recovery Plan (DRP) in place that is updated and tested at least annually. For the purpose of this RFP, DRP means a plan for continued operation in the event of a situation which incapacitates part or all of an Offeror's resources including, but not limited to, personnel, IT equipment, data records, and the building or other physical infrastructure. The DRP must include offsite secure backup of the DSS and the ability to establish a fully functional DSS at the alternative location, if needed. The DRP must have safeguards in place to ensure the security and confidentiality of the data and system is neither compromised nor corrupted. In addition, the DRP must, at a minimum, meet the following requirements:	101	Disaster Recovery	Disaster Recovery	Merative will provide the Health Insights Security Policy Table of Contents and associated SOC Reports.
3.8.1.h.i	If the DSS fails, the DSS shall be able to be restored to its last consistent state before the failure occurred. The selected	102	Disaster Recovery	Disaster Recovery	Merative will provide the Health Insights Security Policy Table of Contents and associated SOC Reports.

RFP Section & Requirement		Nature & Duration of Test(s)			
		Test Number	Test Category	Test Name	Test Description
	Offeror must address any data loss resulting from a system failure;				
3.8.1.h.ii	The DSS shall retain archived data and system records in accordance with State regulations, policies, and procedures;	103	Disaster Recovery	Disaster Recovery	Merative will provide the Health Insights Security Policy Table of Contents and associated SOC Reports.
3.8.1.h.iii	The DSS shall be designed assuming zero fault tolerance (i.e. no single physical or electronic point of failure);	104	Disaster Recovery	Disaster Recovery	Merative will provide the Health Insights Security Policy Table of Contents and associated SOC Reports.
3.8.1.h.iv	The DSS shall be backed up on a regularly scheduled basis; the schedule must be provided to the Department for review and approval;	105	Disaster Recovery	Disaster Recovery	Merative will provide the Health Insights Security Policy Table of Contents and associated SOC Reports.
3.8.1.h.v	The DSS backup media shall be stored offsite in a controlled access, physically protected location;	106	Disaster Recovery	Disaster Recovery	Merative will provide the Health Insights Security Policy Table of Contents and associated SOC Reports.
3.8.1.h.vi	Scheduled maintenance shall be coordinated with the Department;	107	Disaster Recovery	Disaster Recovery	Merative will provide the Health Insights Security Policy Table of Contents and associated SOC Reports.
3.8.1.h.vii	The DSS shall be fully functional during Normal Business Hours except for scheduled outages for maintenance agreed to by the Department; and	108	Disaster Recovery	Disaster Recovery	Test that the database is available and accessible by Users.
3.8.1.h.viii	In the event of data loss or data corruption, the DSS shall be able to recover lost data within one (1) day from local backup/recovery and within three (3) days from offsite backup/recovery.	109	Disaster Recovery	Disaster Recovery	No Test – Merative acknowledges and adheres to this requirement.
RFP Section 3.9 – Security Duties and Responsibilities					
3.9.1.a	The Offeror must commit to maintaining compliance with Appendix C, Information Security Requirements, and all Federal and State privacy protection laws for the life of the Contract.	110	Security	Security	Merative will provide the Health Insights Security Policy Table of Contents and associated SOC Reports.
3.9.1.b	The Offeror must have a Written Information Security Program (WISP) for the DSS, acceptable to the Department in place on the effective date of the Contract resulting from this RFP, which complies with Appendix C, Information	111	Security	Security	Merative will provide the Health Insights Security Policy Table of Contents and associated SOC Reports.

RFP Section & Requirement		Nature & Duration of Test(s)			
		Test Number	Test Category	Test Name	Test Description
	Security Requirements, and states all security policies and procedures for the protection of data, equipment and facilities, including receipt of and transmission of data in accordance with Department standards, policies and procedures. The WISP must, at a minimum:				
3.9.1.b.i	Agree to the policies, terms and conditions stated in this RFP, the resultant Contract and Appendices;	112	Security	Security	Agreed to upon contract signature
3.9.1.b.ii	Allow for the configurable control of access to processes, reports, content and functions;	113	Security	Security	Merative will provide the Health Insights Security Policy Table of Contents and associated SOC Reports.
3.9.1.b.iii	Allow the definition of a robust, multi-level row security model;	114	Security	Security	Merative will provide the Health Insights Security Policy Table of Contents and associated SOC Reports.
3.9.1.b.iv	Allow the maintenance of a robust, multi-level row security model;	115	Security	Security	Merative will provide the Health Insights Security Policy Table of Contents and associated SOC Reports.
3.9.1.b.v	Support configurable role-based security; and	116	Security	Security	Merative will provide the Health Insights Security Policy Table of Contents and associated SOC Reports.
3.9.1.b.vi	Support the encryption of data being communicated over a public network.	117	Security	Security	Merative will provide the Health Insights Security Policy Table of Contents and associated SOC Reports.
3.9.1.c	The Department reserves the right, at its discretion, to perform security audits on the Project Services being provided to the Department. In the event the Department elects to perform a security audit, either independently or via a third party, the selected Offeror must agree to cooperate fully with the audit and respond to all findings in the audit in a timely manner.	118	Security	Security	<p>No Test – Merative acknowledges this requirement and will comply.</p> <p>As part of an audit Merative will provide the Health Insights Security Policy Table of Contents and associated SOC Reports.</p>

Appendix H – Analytic Templates

Appendix I – DSC Training Exercises

DSC Review Worksheet

Thanks everyone for meeting with me today. Here is an exercise for to try while I am away next week!

1. Log into Data Science Connect using juniper notebook.
 - `%load_ext autoreload`
 - `%reload_ext autoreload`
 - `import pandas as pd`
 - `from AdHoc import AdHoc`
 - `adhoc = AdHoc.Adhoc()`
 - `adhoc.get_token()`
2. Establish credentials with DSC.
 - `serverUrl = 'https://as20.truvenhealth.com'`
 - `package = 'NYSHIP LEVEL1_FULL_ACCESS Package'`
 - `folderPath = 'NYSHIP > NYSHIP LEVEL1_FULL_ACCESS LEVEL1_FULL_ACCESS Reports > DataScienceConnectTest > upload'`
 - `adhoc.authenticate(package, serverUrl, folderPath)`
3. Run a report using 'copy report to clipboard' method. (This will require you to log into DSS and creating an adhoc report)
 - `my_report = adhoc.report()`
 - `my_report.from_clipboard('PASTE')`
 - `my_report.run_report()`
4. Check report status and get results
 - `pandas_dataframe_report = adhoc.get_report_result()`
 - `pandas_dataframe_report.head()`
5. Save the report to your local drive
 - `pandas_dataframe_report.to_csv(r'TestReport', index = False, header=True)`
6. Load the report from your local drive
 - `df_FromLocalDrive = pd.read_csv(r'TestReport', dtype = str)`
 - `df_FromLocalDrive.head()`

Taco Party Exercise

Taco Party Exercise

Build a shopping list

Consider serving size (Quantity * Main Size)

How many unique items are on the list?

- A.
- What Base, Main, or Side item needs the most servings?
- B.
- What Side item was ordered by the most people?
- C.

Find the best price per unit (ppu) from the 3 stores for all items on the shopping list.

What is the min and max ppu of salsa?

- A.
- What is the cheapest Base item ppu?
- B.
- What store has the cheapest tomatoes?
- C.

How much will your shopping order cost to serve everyone using the best price?

Assume you can buy items in denominations of 1 Number of Servings at the ppu

What is the total cost of the shopping list?

- A.
- In total, did Main or Side items cost more?
- B.
- At which Store did you spend the most?
- C.

Identify the most expensive orders

Include Base, Main and Sides

Top five most expensive people?

- 1.
 - 2.
 - 3.
 - 4.
 - 5.
- Top Base item orders by cost (ie. Aggregate by Base item)
- A.
 - Top Main item orders by cost (ie. Aggregate by Main item)
 - B.

Attachment 24 – SOC 1 Report

Report on Merative US L.P.'s Description of Its Health Insights System and on the Suitability of Design and Operating Effectiveness of Controls Throughout the period October 1, 2022 to September 30, 2023

This report is intended solely for use by the management of Merative US L.P., its user entities, and the independent auditors of its user entities, and is not intended to be, and should not be, used by anyone other than these specified parties.

Attachment 25 – SOC 2 Report



New York State Department of Civil Service

New York State Health Insurance Program Decision Support System



Financial Proposal - REDACTED

Submitted by:

Alicia Sanchez

Enterprise Account Executive

Merative US L.P.

100 Phoenix Drive

Ann Arbor, MI 48108

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Appendix A: Implementation Fee Form

ATTACHMENT 17

 NEW YORK STATE OF OPPORTUNITY	Department of Civil Service	Implementation Fee Form - RFP entitled: “New York State Health Insurance Program Decision Support System”
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Offeror Name: Merative US L.P.


Fixed Implementation Fee	<div></div>
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Quote in the space provided the fixed implementation fee that will be payable in accordance with the terms of Section 6.1 of the RFP.

An Offeror must quote a fixed, all-inclusive implementation fee, which must include the cost of development, personnel, hardware, software, training, and other costs incurred solely during the implementation period. The Department will not accept implementation fees with any variables or contingencies. An Offeror must fill in quotes in the space provided. The Department will not accept modifications to this attachment.

Appendix B: Ongoing Operations Monthly Fee Form

ATTACHMENT 18

 NEW YORK STATE OF OPPORTUNITY	Department of Civil Service	Ongoing Operations Monthly Fee Form - RFP entitled: "New York State Health Insurance Program Decision Support System"
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Offeror Name: Merative US L.P.

	Year 1 (First 12-Month Period Following Implementation)	Year 2	Year 3	Year 4	Year 5
Monthly Fee:					

Instructions:

Quote in the space provided the fixed Ongoing Operations Monthly Fee that will be payable in accordance with the terms of Section 6.2 of the RFP.

The Ongoing Operations Monthly Fee must be a fixed all-inclusive rate to cover all the Offeror's costs in fulfilling its duties and responsibilities in the performance of the Project Services as set forth in Section 3 of the RFP, once Implementation activities have been completed and accepted by the Department, at its sole discretion, and the DSS is fully operational. This Fee shall include the costs of staff required as stated in Section 3.1, Incremental Ongoing Training (and any travel expenses incurred by the Contractor) and the cost of 800 hours Consulting Support Services as stated in Section 3.4(1)b-c and 3.7(1)a, respectively.

This Fee should **exclude** the cost of adding a new Data Provider to the DSS, and other fees, if any, including Additional User Fees, Additional Consulting Support Services, Additional Fees for Data Analysis and Additional Fees for CMS Rate Comparisons, if any.

Offerors may propose amounts that are different for each year. However, such amounts cannot be based on any index or variable inflation rate. For example, do not enter a quote with an increase based on CPI.

The Department will not accept modifications to this exhibit.

Appendix C: Additional User Fees Form

ATTACHMENT 19

 Department of Civil Service	Additional User Fees Form - RFP entitled: “New York State Health Insurance Program Decision Support System”
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Offeror Name: Merative US L.P.

Incremental User Fees (per user / per month cost)

Range of Users	Level 1	Level 2
0 - 5	N/A	N/A
6 - 10	N/A	N/A
11 - 15	N/A	N/A
16 - 20	N/A	N/A
21 - 30	N/A	N/A
31 - 50	N/A	N/A
51 - 55		
56 - 60		
60 - 65		
70 or more		

Level 1 and Level 2: Fifty (50) total users must be included in the Ongoing Operations Fee.

During the term of the Contract, the Department may, in its sole discretion add, change or delete or deactivate Users in one or more levels. Deleted/Deactivated Users may be replaced with new Users at no additional charge to the Department, assuming that during the Operations phase of the Contract the total number of Users is not greater than fifty (50).

If, during the Operations phase of the Contract, the number of active Users is less than 50, no reduction in the DSS Ongoing Operations Fee will be due the Department.

During the Operations phase of the Contract, if during a given month, the number of active Users is greater than fifty (50), the Offeror may, but is not required to, propose a per user per month Incremental User Fee to be charged to the Department for each User beyond the assumed number of Users.

Incremental User Fees charged, if any, will be added to the Contractor's DSS Ongoing Operations Fee.

ATTACHMENT 19

 Department of Civil Service	Additional User Fees Form - RFP entitled: “New York State Health Insurance Program Decision Support System”
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Additional User Fees proposed by the Offeror must be valid for the entire term of the contract.

An Offeror may not propose different amounts for each year of the contract.

The Department will not accept modifications to this exhibit.

Appendix D: Data Provider Start-Up Fee Form

ATTACHMENT 20

 Department of Civil Service	Data Provider Start-up Fee Form - RFP entitled: "New York State Health Insurance Program Decision Support System"
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Offeror Name: Merative US L.P.

Per Data Provider Start-Up Fee \$

Quote in the space provided the cost to cover all of the Offeror's costs to add a Data Provider(s) or replace an existing Data Provider(s) to the DSS during the term of the Contract once Implementation activities have been completed and accepted by the Department and the DSS is fully operational.

An Offeror must quote a fixed, all-inclusive fee that shall remain in effect for the duration of the Contract after the Implementation Period. The Department will not accept fees with any variables or contingencies. An Offeror must fill in the quote in the space provided.

The Department will not accept modifications to this exhibit.

Appendix E: Additional Consulting Services Fees Form

ATTACHMENT 21

 Department of Civil Service	Additional Consulting Support Services Fees Form - RFP entitled: "New York State Health Insurance Program Decision Support System"
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Offeror Name: Merative US L.P.

Position/Title	Hourly Rate
Director	
Project Manager	
Senior Consultant	
Consultants	
Data Manager/Programmer	
Analysts	


As part of its proposed Ongoing Operations Monthly Fee, the Offeror shall incorporate the cost of 800 hours Consulting Support Services as stated in Section 6.5.

During the term of the Contract, the Department may, in its sole discretion, require additional Consulting Support Services after the initial 800 hours of Consulting Support Services have been exhausted.

In this table, the Offeror must enter an hourly rate by Consultant Position/Title as found in Section 6.5 of the RFP for Additional Consulting Support Services. The proposed all-inclusive hourly rates shall remain in effect for the entire contract term duration. An Offeror must fill in quotes in the space provided.

Appendix F: Additional Fees Data Analysis Form

ATTACHMENT 22

 NEW YORK STATE OF OPPORTUNITY	Department of Civil Service	Additional Fees – Data Analysis Form - RFP entitled: “New York State Health Insurance Program Decision Support System”
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Offeror Name: Merative US L.P.

	Year 1	Year 2	Year 3	Year 4	Year 5
Annual Fee:					

Quote in the space provided the annual fee, if any, that will be payable in accordance with the terms of Section 6.6 of the RFP, specifically relating to abilities to export and compare very large amounts of data by using Python on equivalent analysis tools. **The Offeror should not quote costs in this form associated with requirements in Section 3 of the RFP to provide a staff person for Department support for 20 hours per month. As per the RFP, staff costs should be included in Ongoing Operations Monthly Fees.**

An Offeror must quote a fixed, all-inclusive annual fee, which must include the cost of development, personnel, hardware, software, training, and other costs. The Department will not accept annual fees with any variables or contingencies. An Offeror must fill in quotes in the space provided.

The Department will not accept modifications to this attachment.

Appendix G: Additional Fees CMS Rate Comparison Form

ATTACHMENT 23

 NEW YORK <small>STATE OF OPPORTUNITY</small>	Department of Civil Service	Additional Fees – CMS Rate Comparison Form RFP entitled: “New York State Health Insurance Program Decision Support System”
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Offeror Name: Merative US L.P.

	Year 1	Year 2	Year 3	Year 4	Year 5
Annual Fee:					

Quote in the space provided the annual fee that will be payable in accordance with the terms of Section 6.7 of the RFP.

An Offeror must quote a fixed, all-inclusive annual fee, which must include the cost of development, personnel, hardware, software, training, and other costs. The Department will not accept annual fees with any variables or contingencies. An Offeror must fill in quotes in the space provided.

The Department will not accept modifications to this attachment.